

Carahsoft Rider to Manufacturer Commercial Supplier Agreements
(for U.S. Government End Users)
Revised 20160504

- 1. Scope.** This Carahsoft Rider and the Manufacturer’s Commercial Supplier Agreement (CSA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or “Licensee”).
- 2. Applicability.** The terms and conditions in the attached Manufacturer’s CSA are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41. U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 § U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's CSA is inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft’s Multiple Award Schedule Contract, GS-35F-0119Y, including, but not limited to the following:

 - (a) Contracting Parties.** The Government customer (Licensee) is the “Ordering Activity”, defined as an entity authorized to order under Government contracts as set forth in Government Order 4800.2H ADM, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.
 - (b) Changes to Work and Delays.** Subject to General Services Administration Acquisition Regulation (GSAR) 552.238-81 Modifications (Federal Supply Schedule) (APR 2014) (Alternate I – APR 2014) and GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) regarding which of the GSAR and the FAR provisions shall take precedence.
 - (c) Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

- (d) Audit.** During the term of this CSA: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this CSA. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this CSA.
- (e) Termination.** Clauses in the Manufacturer's CSA referencing termination or cancellation of the Manufacturer's CSA are hereby deemed to be deleted. Termination shall be governed by the GSAR 552.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:
- Carahsoft may request cancellation or termination of the CSA on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section (q) below or if such remedy is otherwise ordered by a United States Federal Court.
- (f) Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41. U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider and the CSA will be governed by and construed in accordance with the laws of the United States. All clauses in the Manufacturer's CSA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.
- (g) Force Majeure.** Subject to GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer's CSA referencing unilateral termination rights of the Manufacturer's CSA are hereby deemed to be deleted.
- (h) Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (MAY 2014) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer's CSA are hereby deemed to be deleted.
- (i) Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (MAY 2014), and all clauses governing waiver of jury trial in the Manufacturer's CSA are hereby deemed to be deleted.

- (j) **Customer Indemnities.** All of the Manufacturer's CSA clauses referencing Customer Indemnities are hereby deemed to be deleted.
- (k) **Contractor Indemnities.** All of the Manufacturer's CSA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- (l) **Renewals.** All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.
- (m) **Future Fees or Penalties.** All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.
- (n) **Taxes.** Taxes are subject to GSAR 552.212-4(k) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) and GSAR 552.212-4 (w)(1)(x) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored).
- (o) **Third Party Terms.** Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.
- (p) **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer's CSA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.
- (q) **Dispute Resolution and Venue.** Any disputes relating to the Manufacturer's CSA and to this Rider shall be resolved in accordance with the FAR, the GSAR and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. See GSAR 552.212-4 (w)(1)(iii) Contract Terms and Conditions – Commercial Items, Law and Disputes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). The Ordering Activity expressly acknowledges that Carahsoft, as the vendor selling the Manufacturer's licensed software, shall have standing under the Contract Disputes Act to bring such claims that arise out of licensing terms incorporated into Multiple Award Schedule Contract GS-35F-0119Y.

(r) Limitation of Liability: Subject to the following:

Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

(s) Advertisements and Endorsements. Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.

(t) Public Access to Information. Manufacturer agrees that the CSA and this Rider contain no confidential or proprietary information and acknowledges the CSA and this Rider will be available to the public.

(u) Confidentiality. Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court. The Licensee may provide information to other components of the United States Government pursuant to proper requests for such information as permitted by law, regulation or policy (e.g., disclosures to Congress, auditors, Inspectors General, etc.).

MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT

1. Preamble and Recitals.

- (a) This Master Software License and Services Agreement (“Agreement”), effective on the date set forth in the Order or Statement of Work (“Effective Date”), is made between **Genesys** and the Government Ordering Activity “**Customer**” being the entity named in the Order or Statement of Work.
- (b) The provisions of this Agreement shall apply to all Orders issued by Customer for Licensed Software, Maintenance and Support and Services and all Statements of Work executed by the parties.

2. Definitions.

- (a) “**Affiliate**” means (1) a company, whether incorporated or not, which owns, directly or indirectly, a majority interest in either party (“Parent”) or (2) a company, whether incorporated or not, in which a fifty percent (50%) or greater interest is owned, either directly or indirectly, by Parent or the party and is operated or managed by Parent. For purposes of this Agreement, Customer shall be deemed unaffiliated with Genesys (i. e. not a Genesys Affiliate).
- (b) “**Applicable Export Control and Economic Sanctions**” means any applicable sanctions, export control, and other trade control laws, regulations, edicts, orders, or resolutions administered or enforced by the United States, the European Union, any member state of the European Union, and any other country in which Customer receives delivery of the Licensed Software, including but not limited to laws and regulations controlling the export, reexport, transfer of, or provision of access by any means to the Licensed Software (and any other products, information, Services, or activities covered or contemplated by this Agreement), to any country, destination, entity, individual, or end use, and includes, without limitation: (i) the U.S. Export Administration Regulations, as amended (“EAR”); (ii) the EU Council Regulation 428/2009 as amended (the “EU Dual-Use Regulation”); (iii) U.S. economic sanctions laws and regulations administered by the U.S. Treasury Department, Office of Foreign Assets Control (“OFAC”); (iv) EU economic sanctions laws and regulations administered by the European Commission and the competent export control authorities of any member state of the European Union; and (v) any list of countries, destinations, entities, or individuals with which or whom it is prohibited to engage in any transactions or dealings under (i), (ii), (iii) and (iv) including, without limitation, the EAR Denied Persons, Entity, or Unverified Lists, the OFAC Specially Designated Nationals and Blocked Persons List, and the sanctions lists as adopted by the European Union or any member state of the European Union).
- (c) “**Applicable Anti-Corruption Laws**” means the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act of 2010, as amended, and any other applicable laws and regulations prohibiting bribery and corrupt business practices.
- (d) “**Customer**” means the entity named on the signature block below, including its Affiliates.
- (e) “**Derivative Work**” means a new or modified work that is based on or derived from all or any part of the Licensed Software, including without limitation, a revision, modification, translation, localization, adaptation, abridgment, port, condensation or

expansion, in any form, of the Licensed Software, or any work that would infringe any copyright if created without the authorization of the copyright holder or any other intellectual property right in the Licensed Software or that uses trade secrets or other Confidential Information embodied in or used by the Licensed Software.

- (f) “**Documentation**” means applicable technical published manuals that accompany the Licensed Software delivered to Customer.
- (g) “**Evaluation Software**” means Licensed Software licensed only for the purpose of internal evaluation and demonstration.
- (h) “**Licensed Software**” means the applicable generally available software products listed on Genesys’ applicable standard price list, in object code format only, and applicable Documentation ordered by Customer.
- (i) “**License Unit Type**” means the license elements and definitions associated with the particular Licensed Software, as defined in Schedule B. Genesys reserves the right to modify its License Unit Types with respect to any future Orders.
- (j) “**Order(s)**” means the document by which Customer orders Licensed Software, Maintenance and Support, Training or Professional Services or other goods and services that Customer may Order from Genesys. An Order shall include: (i) incorporation of this Agreement by reference; (ii) description of items being ordered, including quantity, Licensing Unit Type, version, and price as applicable (iii) billing address; and (iv) ship to location, if applicable. All Orders are irrevocable and non-refundable except as provided herein. Genesys reserves the right to waive any or all of the aforementioned requirements either in writing or by fulfillment of the Order.
- (k) “**Professional Services**” means Services provided in accordance with Section 6 of this Agreement.
- (l) “**Statement of Work**” or “**Letter of Engagement**” means a mutually executed document describing the professional services to be provided by Genesys pursuant to this Agreement.
- (m) “**Training**” means Genesys core curriculum training as provided through Genesys University, including designated training required for Designated Contacts.

3. License.

- (a) Genesys grants to Customer a non-transferable, non-exclusive, revocable license, without any right to sublicense, to use the Licensed Software in accordance with the Documentation, in the Licensing Unit Types and quantities described in a valid Order issued by Customer, within the United States and Canada. Customer’s rights to use the Licensed Software and Documentation shall be limited to those expressly granted in this Agreement. All rights not expressly granted to Customer are retained by Genesys.
- (b) If no Licensing Unit Type is set forth on the Order, the Licensed Software is licensed per the Licensing Unit Type identified in Genesys’ applicable standard price list.
- (c) Customer shall not directly or indirectly: (i) copy any portion of the Licensed Software, except for a reasonable number of copies for normal backup and archival purposes; (ii) modify or create Derivative Works of the Licensed Software; (iii) decompile, disassemble or otherwise reverse engineer any portion of the Licensed Software except to the extent expressly permitted by

- applicable law, notwithstanding a contractual obligation to the contrary; (iv) encumber, time-share, assign, rent or lease any of the rights granted by this Agreement; or (v) distribute, disclose, market or sell any portion of the Licensed Software.
- (d) With respect to any Evaluation Software ordered by Customer, Genesys grants to Customer a non-transferable, non-exclusive, revocable license, without any right to sublicense, to use the Evaluation Software for a term of ninety (90) days from delivery solely for Customer's internal evaluation and internal demonstration purposes. In addition to any other restrictions set forth in this Agreement, the Evaluation Software shall not be used for production purposes.
- (e) Except as otherwise required by law or by underlying third party license agreements, unless otherwise agreed by the parties, any third party technology provided as part of a Genesys product is limited to use only with such product.
- (f) All Licenses granted in this section are granted separately from any Professional Services Customer may receive from Genesys, and does not require Customer to purchase such Services.
- 4. Delivery and Acceptance.** Genesys shall deliver Licensed Software pursuant to Orders placed under this Agreement. In the case of electronic delivery, delivery shall occur when Licensed Software has been uploaded onto the FTP site and Customer is provided all necessary passwords for download from such site. In the case of physical shipment, delivery shall be f.o.b.destination. Acceptance shall be determined in accordance with General Services Administration Acquisition Regulation (GSAR) 552.212-4(a) or as set forth in the applicable SOW.
- 5. Maintenance and Support.**
- (a) Maintenance and Support shall be purchased and provided as set forth in **Schedule A**.
- (b) Customer may purchase additional Maintenance and Support services from Genesys as may be agreed upon by the parties.
- 6. Professional Services.**
- (a) Genesys shall provide the professional services described in a Statement of Work executed by the parties (collectively, the "Professional Services" or "Services").
- (b) Genesys shall control the manner by which the Services are performed and may use subcontractors in the performance of the Services. Genesys reserves the right to make all staffing decisions, subject to vetting and approval by Government customer of those persons that require access to Government systems or facilities.
- (c) All Derivative Works, source and object code, specification, designs, processes, techniques, concepts, discoveries and inventions made or developed in connection with the Services (collectively, "Creations") shall be the sole and exclusive property of Genesys.
- (d) Unless otherwise set forth in the Statement of Work, Customer is hereby granted a license to use the Creations solely in connection with, and under the same provisions as, its use of the Licensed Software.
- (e) Support of Creations is not provided as part of Maintenance and Support. Custom Application Support, as defined in **Schedule D**, may be available for certain Creations for an additional fee and will require an additional written Statement of Work signed by both parties.
- (e) Customer shall make available in a timely manner at no charge to Genesys all technical data, computer facilities, programs, files, documentation, test data, sample output, office space, services, equipment or other resources reasonably required by Genesys to perform the Services. Customer assumes any risk resulting from the content, accuracy, completeness and consistency of any data, materials and information supplied by Customer.
- (f) Customer shall pay Genesys for the Services in accordance with the fees set forth in the Statement of Work. Customer shall reimburse all reasonable travel and other expenses incurred by Genesys in performance of the Services. Genesys shall invoice Customer on a monthly basis as Services are performed and as expenses are incurred.
- 7. Payment and Taxes.**
- (a) Customer shall pay all fees within thirty (30) days of the date of delivery of the invoice.
- (b) All payments hereunder shall be made in United States dollars.
- (c) Customer shall be responsible for and pay all taxes, duties and levies, excluding only taxes based solely on Genesys net income. Customer shall pay to Genesys all fees and expenses due under this Agreement without any deduction or withholding of any kind. If Customer is required by applicable law to deduct or withhold any amount from the payment of the fees, the fees that Customer shall pay to Genesys shall be increased by the amount necessary to ensure Genesys receives an amount equal to the fees which would have been payable had no deduction or withholding been required.
- (d) Without prejudice to any other rights of Genesys under this Agreement, fees or refund of expenses not received by Genesys by the date due shall be subject to a charge of one and a half percent (1½%) per month, or the maximum charge permitted by law, whichever is less. Further payment method instructions may be specified in Customer's invoice.
- 8. Proprietary Rights.** Genesys retains all title, copyright and other proprietary rights in the Licensed Software and Documentation, and in all copies, improvements, enhancements, modifications and Derivative Works thereof, including without limitation all patent, copyright, trade secret and trademark rights. Customer's rights to use the Licensed Software and Documentation shall be limited to those expressly granted in this Agreement and the applicable Addendum. All rights not expressly granted to Customer are retained by Genesys. Customer (on behalf of itself and its personnel) hereby assigns to and, if applicable, waives in favor of Genesys, all rights, title and interest in and to (i) any modifications or improvements to the Licensed Software or Derivative Works that are made by or for Customer or its employees, agents or contractors; (ii) any invention or creation made by or for Customer or its employees, agents or contractors that is based upon or uses all or any portion of the Licensed Software or the Confidential Information and (iii) any report, feedback or other information concerning the Licensed Software provided by Customer to Genesys hereunder.
- 9. Termination.**
- (a) Either party may terminate this Agreement by Notice (and in the case of Genesys, may revoke the license grant for the applicable Licensed Software) if the other party (i) fails to pay any amount due under this Agreement within thirty (30) days after Notice of such non payment or (ii) commits a non-monetary breach of this Agreement and such breach, if capable of being cured, is not cured within thirty (30) days of a Notice of termination. This Agreement may be terminated immediately upon Notice by either party if the other party: (A) violates Sections 3 (License), 8 (Proprietary Rights) or 13 (Confidentiality); (B) terminates or suspends its business; (C) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors or becomes subject to direct control of a trustee, receiver or similar authority.

- (b) Either party may terminate any Evaluation Software license at any time by delivering written notice of termination to the other party.
- (c) If Genesys revokes the license grant and terminates this Agreement, Customer shall within ten (10) days deliver to Genesys or destroy all copies of the Licensed Software and all Confidential Information. Payments made by Customer to Genesys hereunder, including Maintenance Fees, are non-refundable.
- (d) Sections 1(b) (Preamble and Recitals), 2 (Definitions), 3(c) (License), 6(c) (Professional Services), 7 (Payment and Taxes), 8 (Proprietary Rights), 9 (Termination), 10(e) (Warranty), 11 (Liability), 12 (Indemnification), 13 (Confidentiality), 14 (Audit and Verification), and 15 (General) and those provisions which by their nature should survive, shall survive the expiration or any termination of this Agreement. Termination of this Agreement by either party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either party from any liability for breach of such party's obligations under this Agreement. 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 right or remedy of such party under this Agreement or applicable law.

10. Warranties.

- (a) Genesys warrants that the Licensed Software, as delivered by Genesys and when used in accordance with the Documentation, will substantially conform to the Documentation for a period of ninety (90) days from delivery.
- (b) If the Licensed Software does not comply with this warranty and such non-compliance is reported by Customer to Genesys within the ninety (90) day warranty period, Genesys will do one of the following, at Genesys' reasonable discretion: either (i) use reasonable efforts to repair the Licensed Software, (ii) replace the nonconforming Licensed Software, or (iii) terminate the license and refund the relevant license fees paid for such non-compliant Licensed Software. The above warranties specifically exclude defects resulting from accident, abuse, unauthorized repair, modifications or enhancements, or misapplication. Any refund provided hereunder shall be deemed a revocation of the license granted for such refunded Licensed Software.
- (c) If Genesys provides Customer tangible media for Licensed Software, Genesys warrants that the media upon which the Licensed Software is recorded will not be defective under normal use, for a period of ninety (90) days from delivery. Genesys will replace any defective media returned to it within the warranty period at no charge to Customer.
- (d) Genesys warrants that it shall provide Maintenance and Support and Services in a professional and workpersonlike manner.
- (d) NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN CONTAINED, EVALUATION SOFTWARE IS PROVIDED "AS-IS" AND WITHOUT WARRANTY OF ANY KIND INCLUDING ANY SET FORTH IN THIS SECTION.
- (e) THE REMEDIES SET FORTH IN THIS SECTION ARE CUSTOMER'S EXCLUSIVE REMEDY AND GENESYS' SOLE LIABILITY WITH RESPECT TO THE APPLICABLE WARRANTIES SET FORTH IN THIS SECTION. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH IN THIS SECTION, GENESYS MAKES NO WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY WITH RESPECT TO ANY LICENSED SOFTWARE, MAINTENANCE AND SUPPORT OR ANY SERVICES, AND GENESYS EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY/ MERCHANTABILITY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

GENESYS DOES NOT WARRANT THAT THE LICENSED SOFTWARE SHALL MEET CUSTOMER'S REQUIREMENTS OR THAT USE OF THE LICENSED SOFTWARE SHALL BE UNINTERRUPTED OR ERROR FREE.

11. Liability.

- (a) IN NO EVENT SHALL THE LIABILITY OF GENESYS OR ITS SUPPLIERS AND LICENSORS ARISING OUT OF THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO GENESYS PURSUANT TO THE APPLICABLE ORDER FOR PRODUCTS OR SERVICES THAT ARE THE SUBJECT OF SUCH CLAIM. THIS LIABILITY LIMIT IS CUMULATIVE AND NOT PER INCIDENT. IN NO EVENT SHALL GENESYS OR ITS SUPPLIERS AND LICENSORS HAVE ANY LIABILITY FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, ARISING IN ANY WAY OUT OF THIS AGREEMENT UNDER ANY CAUSE OF ACTION, WHETHER OR NOT GENESYS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION DOES NOT LIMIT LIABILITY FOR BODILY INJURY OR BREACH OF CONFIDENTIALITY.
- (b) NOTWITHSTANDING THE FOREGOING SECTION 11(a), ANY EVALUATION SOFTWARE IS PROVIDED GRATUITOUSLY AND, THEREFORE GENESYS SHALL NOT BE LIABLE UNDER ANY THEORY FOR ANY DAMAGES SUFFERED BY CUSTOMER RELATED TO THE EVALUATION SOFTWARE. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL GENESYS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE EVALUATION SOFTWARE.
- (c) No action arising out of this Agreement may be brought by either party more than one (1) year after the cause of action to which it relates first becomes known (or ought to have become known) to the party bringing such an action.

12. Indemnification.

- (a) The Customer shall indemnify, defend and hold harmless Genesys against any loss or damage to any property or injury to or death of any person caused by any act or omission of wilful misconduct or negligence of the Customer, its employees, agents or sub-contractors. Customer shall, at its expense, indemnify, defend, save and hold harmless Genesys from any claim brought or filed by a third party against Genesys due to any failure by Customer, its employees or agents to act in accordance with the terms of this Agreement.
- (b) Genesys agrees to defend or, at its sole discretion, settle, any claim based on a substantive allegation brought against the Customer on the issue of infringement of any United States patent, copyright, trade secret or trademark by the Licensed Software as used within the scope of this Agreement, and to indemnify the Customer against all damages assessed against the Customer under any such claim or action. Customer shall take all reasonable steps to mitigate any potential expenses and provide GENESYS with: (i) prompt written notice of any such claim or action, or possibility thereof; (ii) sole control and authority over the defense or settlement of such claim or action; and (iii) proper and full information and assistance to settle or defend any such claim or action. If Genesys, in its sole discretion, believes that an injunction is likely to be entered

prohibiting the use of the Licensed Software by the Customer, Genesys may at its expense, either: (i) procure for the Customer the right to use the infringing Licensed Software as provided herein; (ii) replace the infringing Licensed Software with non-infringing, functionally equivalent, Licensed Software; (iii) modify the infringing Licensed Software so that it is not infringing; or (iv) demand return of the infringing Licensed Software, refund the remaining value of such Licensed Software to the Customer (as amortized over a forty-eight (48) month aggregate period) and terminate the Customer's license for the applicable Licensed Software. Upon exercise of option (iv) of this Section, Genesys shall have no liability to the Customer arising out of Customer's continued usage of the Licensed Software. Except as specified above, GENESYS will not be liable for any costs or expenses incurred without its prior written authorization. Notwithstanding the foregoing, Genesys assumes no liability for infringement claims arising from: (i) combination of the Licensed Software with other technology, information, products or services not provided by Genesys; (ii) modifications to any Licensed Software unless such modification was made by Genesys; (iii) any intellectual property rights outside the United States; or (iv) use of the Licensed Software if the infringement would have been avoided if the Licensed Software had been used in accordance with the Documentation. THE FOREGOING PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF GENESYS WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT BY THE LICENSED SOFTWARE, OR ANY PART THEREOF.

13. Confidentiality.

(a) "Confidential Information" means the non-public information that is exchanged between the parties, provided that such information is: (a) identified as confidential at the time of disclosure by the disclosing party ("Discloser"), or (b) disclosed under circumstances that would indicate to a reasonable person that the information ought to be treated as confidential by the party receiving such information ("Recipient"). A Recipient may use the Confidential Information that it receives from the other party solely for the purpose of performing activities contemplated under this Agreement. Recipient shall not disclose the Confidential Information to any third party. A Recipient shall protect it by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication as the Recipient uses to protect its own confidential information of a like nature. The Recipient may disclose the Confidential Information to its Affiliates, agents and independent contractors with a need to know in order to fulfill the purpose of this Agreement, who are bound by nondisclosure obligations at least as protective of the Discloser's rights as this Agreement.

(b) This provision imposes no obligation upon a Recipient with respect to Confidential Information which: (i) is or becomes public knowledge through no fault of such Recipient; (ii) was in the Recipient's possession before receipt from the Discloser and was not subject to a duty of confidentiality; (iii) is rightfully received by the Recipient without any duty of confidentiality; (iv) is disclosed generally to a third party by the Discloser without a duty of confidentiality on the third party; or (v) is independently developed by the Recipient without use of the Confidential Information.

(c) The Recipient may disclose the Discloser's Confidential Information as required by law or court order provided: (i) Recipient promptly notifies the Discloser in writing of the requirement for disclosure affording opportunity for Discloser to take protective actions; and (ii) discloses only as much of the

Confidential Information as is required, maintaining all proprietary notices affixed to such Confidential Information. Upon request from the Discloser or upon termination of the Agreement, the Recipient shall return all Confidential Information and all copies, notes, summaries or extracts thereof or certify destruction of the same.

(d) Each party will retain all right, title and interest to such party's Confidential Information. The parties acknowledge that a violation of the Recipient's obligations with respect to Confidential Information may cause irreparable harm to the Discloser for which a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, Discloser shall be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation of any or all of the provisions hereof.

14. Audit and Verification.

(a) Audit. Customer agrees that Genesys may audit the Customer's use of the Licensed Software solely for the purpose of determining Customer's compliance with the provisions of this Agreement. Customer further agrees to maintain records sufficient for Genesys to verify compliance with the provisions of this Agreement during the Term of this Agreement and for two (2) years thereafter.

(b) Annual Review. As part of the annual maintenance renewal process, Customer and Genesys may, at Genesys' sole discretion, perform a review of Customer's environment to determine Customer's historical and current Licensed Software usage. Upon written request by Genesys, such review will include the placement of a Genesys approved license verification tool within Customer's environment at any time during the period of usage. Based on the results of this review, Carahsoft may invoice Customer for any Licensed Software in use outside the scope of Customer's license grant.

(c) Verification. Upon at least thirty (30) days prior Notice, Customer shall permit Genesys or Genesys' representatives, at Genesys expense (except as provided herein), to examine and copy its physical and electronic records during Customer's regular business hours. Such review will include the placement of a Genesys approved license verification tool within Customer's environment at any time during the period of usage. Customer agrees to create, retain, and provide to Genesys and its representatives verifiable written records including validated log, configuration and other files, system tool outputs, and other system information sufficient to provide auditable data that Customer's use of all Licensed Software is in compliance with the terms of this Agreement. Genesys and its representatives' examination of records is for the sole purpose of and only to the extent reasonably necessary to verify Customer's compliance with the provisions of this Agreement. It is the Customer's responsibility to remain within the terms of the Licensed Software terms and to not exceed the quantity of Licensed Software ordered.

(d) Remedy. If any such examination conducted by Genesys or its representatives determines the Customer has used any Licensed Software beyond its authorized use or is otherwise not in compliance with the terms and conditions of the Agreement and or the licensing, maintenance and or pricing terms of the Licensed Software, then in addition to any legal remedies or equitable relief that may be available to Genesys, Customer shall be subject to charge for any expenses incurred by Genesys for any such examination. Without, prejudice to the foregoing, if shortfall in payment to Genesys is so disclosed, Carahsoft may invoice the

Customer for such shortfall, including license fees and up to two years' retroactive maintenance..

15. General.

(a) **Compliance with Laws.**

- (i). Each party shall comply with all applicable, enforceable laws and regulations as they relate to the acts, omissions, rights and obligations of the parties under this Agreement.
 - (ii). The Customer acknowledges that the Licensed Software, including any documentation and any related technical data included with, or contained in, such Licensed Software, and any products utilizing any such Licensed Software, documentation or technical data may be subject to U.S. or EU export control laws (including the applicable export control laws of any member state of the European Union) and regulations including the EAR and the EU Dual-Use Regulation. Without limiting the generality of Section 15(a)(i) of this Agreement, the Customer agrees to, and will ensure that its employees, officers, directors and third parties, comply with all Applicable Export Control and Economic Sanctions, and Applicable Anti-Corruption Laws. The Customer shall be responsible for any breach of this Section 15(a) by its and its successors' and permitted assigns', affiliates, employees, officers, directors, customers, agents, distributors, resellers or vendors. The Customer shall comply with all applicable laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting or releasing any the Licensed Software. The Customer acknowledges and agrees that Customer (i) shall comply with all U.S. antiboycott laws and regulations; and (ii) shall not take any action that violates the Antiboycott Laws.
 - (iii). Each party shall indemnify and defend the other party, and hold such other party harmless from any and all claims, actions, proceedings, liabilities, losses, damages, costs or expenses (including reasonable attorneys' fees) incurred by such other party resulting from, or arising out of or in connection with any breach by the indemnifying party of this Section.
- (b) **Assignment.** Other than to an Affiliate (and upon or after Notice thereof to Genesys), Customer may not assign the rights granted hereunder or this Agreement, in whole or in part and whether by operation of contract, law, change of control, merger or otherwise, without Genesys' prior express written consent. Subject to the preceding sentence, the rights and liabilities of the parties hereto shall bind and inure to the benefit of their respective successors and assigns.
- (c) **Relationship of the Parties.** Nothing contained in this Agreement, or otherwise shall be construed as creating a joint

venture, partnership, agency, employment Affiliate or fiduciary relationship between the parties. Neither party has any authority to bind the other party in any respect, and the relationship of the parties is that of independent contractors.

(d) **Governing Law; Jurisdiction; Venue; Severability; Waiver.**

This Agreement shall be governed by the laws of the State of California without reference to its conflicts of law provisions, and, where applicable, with the federal law of the United States. Any dispute relating to this Agreement shall be subject to the exclusive jurisdiction of the California state courts in and for San Mateo County, California (or, if there is federal jurisdiction, the United States District Court for the Northern District of California), and the parties agree to submit to the personal and exclusive jurisdiction of such courts and that venue therein is proper and convenient. If any provision of this Agreement is found to be partially or wholly unenforceable, such provision shall be enforced to the maximum extent permissible, and the other provisions of this Agreement shall remain in full effect. A waiver of any breach of this Agreement shall not constitute a waiver of any other right for subsequent breach.

(e) **Restricted Rights.** If Customer (or successor or permitted assignee) is an agency or instrumentality of the United States Government, the Licensed Software is "commercial computer software" and "commercial computer software documentation," and, pursuant to FAR 12.212 or DFARS 227.7202 and their successors, as applicable, use, reproduction and disclosure of the Licensed Software is governed by the provisions of this Agreement.

(f) **Force Majeure.** Except for the payment obligations hereunder, neither party shall be liable for failure to perform its obligations under this Agreement if the failure results from circumstances beyond that party's reasonable control. Time of performance of either party's obligations hereunder shall be extended by the time period reasonably necessary to overcome the effects of such circumstances, provided, however, that if such circumstances continue beyond thirty (30) days, the party awaiting performance may cancel this Agreement or the Order affected.

(g) **Notices.** All notices required to be sent hereunder shall be in writing, addressed to receiving party's current business contact, if known, with a cc: to the Legal Department of the receiving party, and sent to the party's address as listed in this Agreement, or as updated by either party by written notice. Notices shall be effective upon receipt and shall be deemed to be received as follows: (a) if personally delivered by courier, when delivered or (b) if mailed by first class mail, or the local equivalent, on the fifth business day after posting with the proper address.

(h) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof as of the Effective Date. In the event of conflict between this Agreement, an Order, or the GSA Schedule Contract, the conflict shall be resolved in accordance with GSAR 552.212-4(s) Order of Precedence.

SCHEDULE A
MAINTENANCE AND SUPPORT TERMS

The provisions of this Schedule shall apply to all Orders issued by Customer for Maintenance and Support.

1. Definitions.

- (a) ***“All Relevant Information”*** means the information deemed necessary by Genesys to enable the successful identification and resolution of a service request.
- (b) ***“Maintenance Fee”*** means the annual fee to be paid to Genesys to entitle Customer to access and use Maintenance and Support in accordance with the provisions of this Agreement.
- (c) ***“Maintenance and Support”*** means the maintenance and support service purchased by Customer as set forth in the Support Guide.
- (d) ***“Release”*** means a version of any Licensed Software containing functional enhancements, modifications, extensions, error corrections or bug fixes. Releases are not provided as part of the Licensed Software unless Customer has timely paid the applicable Maintenance Fees.
- (e) ***“Major Release”*** means a Release which comprises a substantial change to the Licensed Software content and fixes to previously determined defects, and may include architectural changes. A Major Release is denoted by a change in the version number to the left of the left most decimal point.
- (f) ***“Minor Release”*** means a Release which comprises new features, functions, and fixes to previously determined defects, but maintains the same Licensed Software architecture as the Major Release on which it is based. A Minor Release is denoted by a change in the version number to the immediate right of the left most decimal point.
- (g) ***“Maintenance Release”*** means a Release which comprises fixes to previously determined defects, but does not include new features or functions, or changes to the architectural design of the Licensed Software.
- (h) ***“Support Guide”*** means the applicable guide which sets out a description of the Maintenance and Support and is attached to and made a part of this Agreement as Schedule E.

2. Maintenance and Support.

- (a) Customer shall purchase and receive Maintenance and Support for the Licensed Software as of the delivery date. The Maintenance Fee shall be as set forth on the order.
- (b) Genesys shall use commercially reasonable efforts to correct material errors in the Licensed Software in accordance with the technical support and escalation procedures set forth in the Maintenance and Support Program Guide. In the event that remote resolution is not possible, Genesys may, upon mutual agreement, attend the Customer site to attempt such resolution. In such case, additional fees and travel expenses may be applicable.
- (c) Genesys shall provide Maintenance and Support for the current Major Release of the Licensed Software and the most current version of the immediately prior Major Release. Genesys shall not provide Maintenance and Support relating to flaws in operation arising out of: (i) changes to the operating system or environment which adversely affects the Licensed Software; (ii) any alterations of or additions to the Licensed Software performed by parties other than Genesys or at the direction of Genesys; (iii) use of the Licensed Software not in accordance with the Documentation; (iv) accident, negligence or misuse of the Licensed Software; (v) interconnection of the Licensed Software with other software not supported by Genesys; (vi) modification of the database structure designed to be used by the Licensed Software or (vii) introduction or extraction of data into, or from any Genesys Licensed Software database, by any means other than the use of Genesys

application programming interfaces. Genesys shall have no obligation to provide Maintenance and Support unless Customer is current on all fees due under this Agreement.

- (d) Customer shall appoint at least two (2) employees to initiate and manage Maintenance and Support inquiries with Genesys (“Designated Contacts”). Designated Contacts shall conform to the requirements set out in the Support Guide, and achieve formal Genesys certification applicable to the Licensed Software. Designated Contacts shall have competent knowledge of the technical infrastructure where the Licensed Software is installed. Customer shall maintain at least two (2) Designated Contacts for as long as it receives Maintenance and Support. Genesys shall not be required to provide any services beyond the scope of Genesys’ support obligations except as set forth in a mutually agreed change order.
- (e) Maintenance and Support shall be provided to Customer for a period of twelve (12) months commencing on delivery of the Licensed Software (“Initial Maintenance Term”) and for consecutive twelve (12) month terms commencing on each anniversary of the delivery of the Licensed Software (“Renewal Date”) (each such term being a “Renewal Maintenance Term”), as agreed upon by the parties (collectively, “Maintenance Period”). Maintenance and Support provisions of this Agreement shall automatically renew at the end of the Maintenance Period unless terminated by the parties at least sixty (60) days prior to the end of the Maintenance Period. Genesys may increase the Maintenance Fee effective on each Renewal Date by notifying Customer at least ninety (90) days prior to such Renewal Date. Genesys shall notify Customer of an impending expiration at least ninety (90) days prior to the last date of the Initial Maintenance Term or a Renewal Maintenance Term (“Expiration Date”) and Customer shall, at least sixty (60) days prior to the then-current Expiration Date, either notify Genesys of its intent not to renew or issue a Maintenance and Support renewal purchase order or Order. All renewals of Licensed Software must be for all Licensed Software covered under the prior Maintenance Term and Genesys will not accept partial renewals of Maintenance and Support without repricing in a manner consistent with pricing thresholds of the remaining licenses under Maintenance. Notwithstanding the automatic renewal clause set forth above, in case of Customer’s failure to provide a Maintenance and Support renewal purchase order or Order prior to the end of the Maintenance Period, Genesys shall be entitled to immediately terminate or suspend all Maintenance and Support Services without notice and shall be entitled to Maintenance and Support fees retroactive to the Renewal Term start date for any Maintenance and Support services provided.
- (f) If Maintenance and Support is terminated or expires, the parties may agree in writing to subsequently renew or reinstate Maintenance and Support for a Renewal Maintenance Term of at least twelve months from the date of such renewal. In such case, as a prerequisite to renewal, Customer shall pay at a minimum all Maintenance and Support fees that would have been due had Maintenance and Support not terminated or expired and may be required to pay additional reinstatement fees.
- (g) Customer acknowledges and agrees that Maintenance and Support for Developer Materials does not include any Maintenance

and Support for Developed Works or any general development support.

SERVICE LEVEL TARGETS

Maintenance and Support shall be provided as set forth in Section 2 of Schedule A. Customer shall provide an accurate description of the problem and the severity of the problem, stating the circumstances that lead to the severity condition. The actual severity level may be mutually re-determined by both parties during the problem resolution process, but Genesys shall have the final authority as to the actual designation. Time targets as set out in the Support Guide shall come into effect following acknowledged receipt of All Relevant Information being supplied by Customer to Genesys.

In the event Genesys requests any software “dumps”, tapes, logs or any other documentation from Customer to resolve a reported problem, such documentation shall be forwarded through electronic means (email or ftp) or by overnight courier by Customer at Customer’s expense, if electronic means are not available. Additional hardware, implementation and training services may be required for implementation of Releases.

Customer shall not unreasonably deny any request from Genesys to participate in remote access and investigation sessions to Customer servers.

Escalation Path for Maintenance and Support Issues:

- If Customer is not satisfied with the Maintenance and Support provided by Genesys, Customer shall follow the escalation guidelines set out in the Support Guide .
- Such contact persons may be changed from time-to-time at the sole discretion of Genesys.

SCHEDULE B
Genesys Software License Elements and Definitions

The following list includes the standard software licensing elements and definitions used by Genesys. These definitions are subject to periodic changes in response to updated offerings.

License Elements

The Genesys software license definition and entitlement consists of a base license, plus three types of modifiers. The license definition is complete only if the base license and all mandatory modifiers are specified.

Base License: The basic user type for this software license type.

Term: Modifier specifying the time period for which the license is granted.

Pricing Method: Modifier specifying how the license applies across the population of users.

Environment: Modifier specifying whether the licenses will be used in the customer’s production or non-production environment types.

Example: A complete license definition for a typical agent seat license would be as follows:

Base license	Term	Pricing Method	Environment
Seat	Perpetual	Enabled	Production

Definitions

BASE LICENSE	
User	A software user is a person licensed for one or more roles (ex. agent, supervisor, administrator).
Seat (Workstations)	A workstation or other user interface device that is enabled to allow use of the Licensed Software by a maximum of one user at any given time. The workstation or user interface device may be configured to allow multiple users working in shifts to use the Licensed Software so long as it is not enabled for concurrent use.
Session (Port)	A semi-permanent interactive information interchange, between two or more communicating devices, or between a computer and user. A session is set up or established at a certain point in time, and torn down at a later point in time.
System	A unique instance of the core Genesys configuration environment, regardless of other Genesys applications used. A system can be single-site, multi-site, and include High Availability (HA) and Disaster Recovery (DR) configurations.
Site	Used to license a single physical location, typically where users are co-located.
Device	A physical unit that is connected to a system or network but is separate from it, and can be configured to provide network management data. The total number of devices to be monitored is subject to right to use rules for the specific device type. Examples of devices are IP PBX, router, VoIP, phone, etc.

Application	Computer software designed to perform specific business tasks for the User or end customer (as opposed to system core or middleware which serve the application, but not the user).
Instance	A single occurrence of a running software process
Enterprise User	A user that may use any Genesys software made available based on an Enterprise License agreement ("ELA").
Remote User	A User not co-located at the same physical address of the contact center site.
Lab Instance	One lab system unit is limited to a single non-production physical location (building address) and may not be virtualized without the purchase of an additional lab system unit. Lab systems may not be moved into production use.
Email	A single email message.
Instance (VitalSuite only)	A single occurrence of a running software process
Server (VitalSuite only)	A computer system that provides the essential services across a network, to provide users inside an organization or to public users in the Internet.
Device (VitalSuite only)	A unit that is connected to the CPU but is separate from it; total number of devices to be monitored is subject to right to use rules for the specific device type; A unit that is connected to the network and can be configured to provide network management data. The number of devices that can be monitored by a single RTU (Right to Use) varies per device type. Examples of devices are IP PBX, router, VoIP, phone, etc.
TERM	
Perpetual	A grant to use the licensed software in perpetuity.
Subscription	A renewable term-based grant to use a specific quantity of the licensed software for a specified, limited period
Pay-Per-Use (PPU)	A non-perpetual term-based grant to use the licensed software based on actual measured use using tools or methods specified by Genesys in the MSLSA. The grant is in effect as long as the customer is current on payment of applicable fees.
PRICING METHOD	
Enabled	A statically configured seat or user in Genesys Configuration Management Environment that enables a user to use the licensed software, whether in use or not.
Concurrent	Actual simultaneous use of the product by a User, application or system component.
Named	A Named User is a specific person licensed for exclusive use of the software.

Time-based	A cumulative time period of measure (ex. minutes, hours, months) of actual use (ex. user login time, session length) of a product.
Enterprise (ELA)	An Enterprise License Agreement (ELA) is an agreement to license the entire population of an entity (employees, on-site contractors, off-site contractors or otherwise defined) accessing a specific list software for a specified period of time for a specified value.
ENVIRONMENT	
Production	In use for revenue-generating business operations.
High Availability (HA)	A production system on hot standby or in active load-balancing configuration with the ability to act as backup in case of primary system failure.

SCHEDULE C
SPECIAL TERMS FOR SOFTWARE DEVELOPMENT KITS

1. **General.** The provisions of this Schedule shall supersede any conflicting provisions of the Agreement for purposes of Developer Materials.

2. **Definitions.**

(a) **“Customer Products”** means the commercially available software products that are owned or licensed by Customer, which products access, communicate or interoperate with the Licensed Software through Developed Works.

(b) **“Developed Works”** means the software code (including without limitation the application or integration) developed by Customer by using the Developer Materials, which enables Customer Products to access, communicate or interoperate with The Licensed Software solely through Genesys proprietary interface elements, application program interfaces (“API”) or software development kits (“SDK”).

(c) **“Developer Materials”** means Genesys productized SDK’s, in object code (and clear text formats if applicable) only, and Documentation, ordered by Customer pursuant to an Order. Developer Materials shall be included in the definition of “Licensed Software” for purposes of this Schedule.

(d) **“Run-Time License”** means the Genesys run-time licenses as set forth in Schedule F of this. For the avoidance of doubt, Genesys reserves the right to amend Run-Time License related information published at the Genesys web page, in its sole discretion. The provisions of the Run-Time License information set forth herein (and on the applicable Genesys web page) shall supersede any conflicting information in the Documentation

(e) **“Subcontractor”** means a third party entity or individual independent contractor whom Customer contracts to perform on its behalf the authorized development activities set forth in this Schedule provided that (i) such third party shall not be a competitor of Genesys, as Genesys deems in its reasonable discretion; (ii) Customer shall notify Genesys in writing of the identity the third party (including without limitation contact information of such third party) to Genesys prior to the start of any work by such third party under this Schedule; (iii) Customer shall bind such third party by restrictions regarding disclosure and use of Confidential Information that are no less restrictive than those set forth herein; (iv) Customer shall properly coordinate and supervise work to be performed by such third party hereunder; (v) Customer shall remain responsible and liable for such third party’s compliance with the provisions of this Schedule; (vi) Customer shall ensure that such third party has assigned all rights, title and interest such third party may have or acquire in the Developed Works to Customer, and shall obtain from such third party all necessary waivers of rights (including without limitation, consent letter regarding non-performance of moral rights) in and to the Developed Works, in favor of Customer and its authorized assigns and successors; and (vii) and Customer shall ensure that such third party delivers to Customer: (A) the Developer Materials, (B) the Developed Works and (C) all information, documentation and materials (including without limitation, source code) relating to the Developed Works.

3. **License Grants.**

(iii) as The Licensed Software as documented in the applicable documentation;

(a) **Development Rights.** Genesys grants to Customer a non-exclusive, non-transferable, terminable license, without any right to sublicense (except as expressly permitted herein), to permit its employees or a Subcontractor to use the Developer Materials described in a valid Order issued by Customer within the United States and Canada, and solely in accordance with the Documentation and the schedule of authorized integration development activities set forth at Schedule F of this Agreement to create, debug or test the Developed Works. Genesys reserves the right to amend the information set forth at the aforementioned Genesys Interworks Program web page in its sole discretion

(b) **Internal Use.** Customer shall be entitled to use the Developed Works solely for its own internal business operations, provided, however, that Customer licenses all applicable Run-Time Licenses prior to deployment of the Developed Works.

4. **Restrictions.**

(a) Customer shall not create Developed Works in a manner, and shall not permit the Developed Works to be used or distributed in a manner that subjects Genesys Confidential Information, to license provisions which seek to require any Genesys Confidential Information to be licensed to or shared with any third party under provisions that require such Genesys Confidential Information to (A) be disclosed or distributed in source code form; (B) be licensed for the purpose of making derivative works; or (C) be redistributable at no charge.

(b) Customer’s development activities during the Term of this Schedule shall be subject to the following conditions:

(i) Customer shall use the Developer Materials to create Developed Works, which, running in conjunction with the Licensed Software and applicable Run-Time licenses (collectively, “Integrated Solution”), shall conform to design and implementation guidelines and restrictions set forth in the Documentation. The Integrated Solution shall:

- Use only Genesys supported SDKs and Genesys products to access Genesys data;
- Not modify data/database schema in Genesys database tables directly using SQL;
- Not introduce database triggers or stored procedures that operate on Genesys database tables;
- Not compromise data or application security, access or visibility restrictions enforced by either The Licensed Software or Developed Works;
- Not impede the accurate or effective operation of The Licensed Software;
- Not compromise data integrity of The Licensed Software (e.g., if both The Licensed Software and Developed Works can modify the same data, then modifications by Developed Works must not circumvent data integrity rules of The Licensed Software); and
- Not cause duplicate copies of data to exist in both Integrated Solution and Genesys databases.

(ii) Customer shall not use the Developer Materials to create a product which has substantially similar or the same functionality

(iv) Customer shall be solely responsible for updating the Developed Works as required to access, communicate or

interoperate with the latest release of the Developer Materials or Genesys products; and

5. **Proprietary Rights.** Customer shall retain all rights, title and interest in and to Customer Products and Developed Works. Customer acknowledges and agrees that Genesys and other licensees of Developer Materials may use, develop or sell the same or similar technology as Customer's Developed Works or Customer Products; provided that such technology is developed without the use of or reference to Customer's Developed Works or Customer Products.

6. **Indemnification.** In addition to the indemnification obligations set forth in the Agreement, Customer shall defend or, at its sole discretion, settle, any claim, action or proceeding brought against Genesys relating to Customer's unauthorized possession, use, copying or distribution of the Developer Materials or any part thereof; the development, performance or use of the Developed Works; or any representation made by Customer that Genesys has endorsed, warranted or supports the Developed Works, and to indemnify Genesys against, and hold Genesys harmless from, any and all costs and damages finally awarded against Genesys that are directly attributable to such claim, action or proceeding.

SCHEDULE D
CUSTOM APPLICATION SUPPORT TERMS AND CONDITIONS

The provisions of this Schedule shall apply to Custom Application Support which may be offered at Genesys' option for certain Custom Applications delivered by Genesys under a Statement of Work.

1. Definitions.

- a) **"Genesys PS Asset"** means an off-the shelf software application or module that has been previously developed by Genesys professional services or one of its suppliers. A Genesys PS Asset is not "Licensed Software" as set forth in the Agreement and is not a standard, generally available product. A Genesys PS Asset is provided as a professional services deliverable, in accordance with Section 6 of the Agreement. A Genesys PS Asset is not supported under standard Maintenance and Support as set forth in Section 5 and Schedule A to the Agreement.
- b) **"Packaged Services Offer"** means a service offering that is designed to streamline the services delivery process and represents one or more written procedures or rules optionally augmented by certain tools or applications and applicable documentation pertaining to its operation and that is prepackaged and contracted and marketed as a standalone services offer or in conjunction with other packaged services offers. A Packaged Services Offer is provided in accordance with a Statement of Work or Letter of Engagement.
- c) **"Application Support Fee"** means the annual fee to be paid to Genesys to entitle Customer to access and use Custom Application Support in accordance with the provisions of this Agreement.
- d) **"Custom Application Support"** means the support service for Custom Applications provided by Genesys and its qualified suppliers and described in Section 2 of this Schedule that provides (i) break/fix support services and documentation updates for Custom Applications; (ii) remote telephone or email assistance with respect to the support between the times stated in the "Custom Application Support Program Guide" located at <http://genesyslab.com/support> and (iii) Customer access to Genesys professional services personnel through the Genesys technical support interface, twenty-four (24) hours per day, seven (7) days per week, for "Critical" issues as defined herein. Telephone/email assistance shall comprise of: (A) clarification of functions and features of the Creations, (B) clarification of Documentation pertaining to the Creations or Packaged Services Offers and (C) error verification, analysis and resolution with respect to the Custom Applications. Custom Applications Support is not included in Maintenance and Support and is an optional, separate service offering.
- e) **"Custom Application"** means a Creation, Genesys PS Asset or Packaged Services Offer that is supported under a Statement of Work for Custom Application Support.

2. Custom Application Support.

- a) Genesys shall use commercially reasonable efforts to correct material errors in the Custom Applications in accordance with the Custom Application Support and escalation procedures set forth in the Custom Application Support Program Guide. Genesys will provide: (i) Custom Application Support for the Custom Applications through the lifecycle of the Major Release of the Genesys Licensed Software that the Custom Application was deployed on (excluding major architectural changes that impact interoperability with previous versions of the Licensed product and introduction of new Major Releases from 3rd party providers) while the support agreement remains in effect; and (ii) impact assessment for support under subsequent Major versions of the Genesys Licensed Software. The details of the version coverage will be provided on a case by case basis in the applicable Statement of Work
- b) Customer shall purchase and receive Custom Application Support as stated in corresponding Professional Services Statement of Work detailing which Custom Applications are being supported and stating the applicable Application Support Fees. Genesys reserves the right to decide which Custom Applications will be eligible for Custom Application Support coverage.
- c) Genesys shall not provide Custom Application Support relating to flaws in operation arising out of: (i) changes to the operating system or environment which adversely affects the Custom Applications under Support; (ii) any alterations of or additions to the originally designed and developed code performed by parties other than Genesys or at the direction of Genesys; (iii) use of the Custom Application not in accordance with the provided Documentation; (iv) accident, negligence or misuse of the Custom Application; (v) interconnection of the Custom Application with software not supported by Genesys; (vi) modifications to the application or peripheral systems to be used by the Custom Application, or (vii) hardware malfunction or improper hardware configuration. Genesys shall have no obligation to provide Custom Application Support unless Customer is current on all fees due under this Agreement.
- d) **Resolution of Non-Genesys Problems** Genesys will investigate and diagnose all tickets opened related to the Custom Application. Genesys will use commercially reasonable efforts to provide resolution to defects found within the originally developed Custom Application code. Upon receipt of a call from Customer, Genesys will initially perform problem determination on the issues reported through the technical support interface. After this problem determination period, should Genesys determine there is significant likelihood that a reported problem is caused by factors outside of the Custom Application, including but not limited to Customer's firewall, database, network, telecommunications equipment, host computers or applications ("Non-Genesys Problem"), Customer will have the option to assume responsibility for further problem diagnosis and resolution or to approve in writing via the Change Control System defined in the applicable Statement of Work, Genesys' continued investigation and work on resolution of the Non-Genesys Problem. Such services would be provided during Normal Business Hours and at the applicable Professional Services Hourly Rate.
- e) Customer shall appoint at least two (2) employees to initiate and manage Custom Application Support inquiries with Genesys "Designated Contacts".
- f) To minimize communication discrepancies, any and all official communications, written, spoken, electronic, or otherwise, addressing Custom Application Support or in support of the delivery of the services outlined herein must be communicated in the English language.
- g) All Custom Application Support services will be provided remotely unless otherwise agreed upon in writing by the parties.

- h) Travel and living expenses are not included in the annual Application Support fee. If both Customer and Genesys determine that onsite support is necessary, any travel and living expenses will be agreed with the Customer prior to incurring the expenses. Carahsoft may invoice Customer for reasonable and allowable travel expense, which will be subject to the Federal Travel Regulation/Joint Travel Regulations in effect at the time the expense was incurred.
- i) Custom Application Support shall be provided to Customer for a period of twelve (12) months from the delivery of the Application Support Commencement Notice stating the effective date (“Initial Custom Application Support Term”) and for consecutive twelve (12) month terms commencing on each anniversary of the effective date (“Renewal Date”) (each such term being a “Renewal Term”), as agreed upon by the parties (collectively, “Custom Application Support Period”). Custom Application Support provisions of this Agreement shall automatically renew at the end of the Custom Application Support Period unless terminated by the parties at least sixty (60) days prior to the end of the Custom Application Support Period. An increase in the Custom Application Support fee shall be in accordance with the terms and conditions of the GSA Schedule Contract. Genesys shall notify Customer of an impending expiration at least ninety (90) days prior to the last date of the Initial Custom Application Support Term or a Renewal Custom Application Support Term (“Expiration Date”) and Customer shall, at least sixty (60) days prior to the then-current Expiration Date, either notify Genesys in writing of its intent not to renew or issue a Custom Application Support renewal purchase order or Order. Notwithstanding the automatic renewal clause set forth above, in case of Customer’s failure to provide a Custom Application Support renewal purchase order or Order prior to the end of the Custom Application Support Period, Genesys shall be entitled to immediately terminate or suspend all Custom Application Support Services without notice.
- j) If Custom Application Support is terminated or expires, the parties may agree in writing to subsequently renew or reinstate Custom Application Support for a Renewal Term of at least twelve months from the date of such renewal. In such case, as a prerequisite to renewal, Customer shall pay at a minimum all Custom Application Support fees that would have been due had Custom Application Support not terminated or expired and may be required to pay additional reinstatement fees.



*Support Guide for
On-Premises Licenses*

Version 2 – March 2016

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1 Introduction

This Support Guide provides information about the Genesys Care Response, Restoration and Resolution Targets for **Business Care** and **Premium Care**. Also included in this Support Guide are key definitions and defined responsibilities for both Genesys and Genesys customers and partners.

For more information regarding **Business Care** and **Premium Care**, please contact your Genesys Sales Representative or visit [Genesys Care](#) for more information.

2 Customer Care Case Responsiveness

2.1 Definitions

Genesys will make every effort to provide support at the levels defined below for customers who have an active Service Contract.

Genesys shall respond to problems with Licensed Software based upon the severity of the problem and according to the following Support Response Targets. Time targets set out herein shall come into effect after Genesys acknowledges receipt of all relevant information that the Customer is required to provide to Genesys, including:

- An accurate description of the problem
- A requested severity level for the problem
- A description of the circumstances that led to the problem

The assigned severity level for a problem may be mutually re-determined by both parties during the problem resolution process, but Genesys shall have the final authority as to the actual designation.

The Restoration Target and Resolution Target terms used in the following Support Response Target tables are defined as:

- **Response Target** is the initial response to Customer after the case has been submitted.
- **Restoration Target** is the time in which a script, configuration change, procedure (such as reboot), or other action is provided by Genesys to generally restore the system to operation. Restoration Targets may not neutralize the root cause of the problem, but are designed to minimize customer downtime.
- **Resolution Target** is the elapsed time between when a Case is logged and when Genesys provides a permanent or temporary correction that is accepted by the customer.

2.2 Support Response, Restoration and Resolution Targets

The following is a summary of the Support Response Targets for **Business Care**, **Business Care Plus** and **Premium Care**. Please refer to **Appendix A: Response, Restoration and Resolution Targets** for full details.

For critical issues requiring immediate assistance (such as production-down situations), please [telephone Customer Care](#), available 24x7. If you prefer, you can open the case on [My Support](#) before calling Customer Care about a critical issue, but it is not required.

If a critical issue needs management attention, the support expert assigned to your Critical case will engage a Customer Care manager.

If your issue is not critical, but you still wish to request Customer Care management attention, please send an email to CCManagementAttention@genesys.com.

Please note: Genesys recommends that you do not escalate issues through any other contacts you may have in the company.

Table 1: Genesys Business Care Support Response and Restoration/Resolution Targets (summary)

Business Care Service Level Targets - Summary		
Severity Level	Response Time	Restoration/Resolution Target
Critical – Production Down	60 Minutes (must be called in)	4 hours
Critical	60 Minutes (must be called in)	24 Hours in 80% of all cases*
High	4 Business Hours	2 Business Days in 80% of all cases*
Medium	1 Business Day	5 Business Days in 80% of all cases*
Low	1 Business Day	10 Business Days in 80% of all cases*

**For issues that do not require a defect to be corrected.*

Table 2: Genesys Business Care Plus and Premium Care Support Response and Restoration/Resolution Targets (summary)

Business Care Plus and Premium Care Service Level Targets - Summary		
Severity Level	Response Time	Restoration/Resolution Target
Critical – Production Down	30 Minutes (must be called in)	4 hours
Critical	30 Minutes (must be called in)	24 Hours in 90% of all cases*
High	2 Business Hours	2 Business Days in 90% of all cases*
Medium	4 Business Hours	5 Business Days in 90% of all cases*
Low	1 Business Day	10 Business Days in 90% of all cases*

**For issues that do not require a defect to be corrected.*

3 Working with Customer Care

3.1 Customer Responsibilities

The following are responsibilities that Genesys Customer Care expects of our customers. To ensure that your issue is resolved as promptly as possible, please be sure that you have met these responsibilities before you contact Customer Care. Failure to fulfill these requirements will result in delays in problem resolution.

- You must have a signed Genesys Service Contract and be current in payment of all maintenance fees, or be an approved Pilot or Beta site, provided that Genesys shall continue performance during any dispute as required by the Contract Dispute Act or other applicable law.
- You must have at least two Designated Contacts who can report a new Case or update an existing Case. Genesys does not limit the number of Designated Contacts for a given customer.
- Your Designated Contacts must be adequately trained to use the Genesys products deployed at your company. "Training" is defined as Genesys core curriculum training as provided through Genesys University, including designated training required for Designated Contacts.
- All Designated Contacts must meet the Designated Contact Access Requirements when setting up Designated Contact access permissions in their profiles.
- All Designated Contacts must also fulfill the Designated Contact Responsibilities. If a Designated Contact is unable to fulfill these responsibilities, Genesys reserves the right to revoke Designated Contact permissions. In that case, you must assign another contact to act in this role, if needed to ensure your company always has at least two Designated Contacts.
- Customers and Partners are responsible for purging all personally identifiable information and other sensitive data from the information they share with Genesys when submitting a new Case, when sending Case updates by email, and when submitting log files and other Case updates using the File Transfer Tool, a temporary FTP account, and other parts of the Genesys My Support web portal.

3.2 Genesys Customer Care Responsibilities

To ensure the highest quality of customer experience, Genesys Customer Care commits to the following responsibilities in our interactions with Customers.

- Serve as the initial point of contact for Customers when they have technical questions about Genesys Licensed Software.
- Employ dedicated experts, trained and certified in Genesys software, to analyze and resolve Customer Cases about the operation of Genesys software.

- Use a Case Management system for capturing and managing service requests and customer satisfaction feedback.
- Guide Customers to the Knowledge Base, release notes, and other documentation available on the Customer Care and Technical Documentation portals.
- Collect and analyze all logs, configurations and other files that can aid in resolution of a problem Support Case. Follow Genesys data privacy guidelines when handling all Case information.
- Research all other information needed to troubleshoot non-obvious problems, such as call scenarios, routing strategies, campaign details and environment changes.
- Isolate the problem to a Licensed Software component and, where reasonably practicable, reproduce the problem in a lab environment.
- Provide timely and accurate responses to End User requests in line with On-Premises Support Response Targets.
- Enhance the problem description and investigation information for Customer Care expert analysis when a solution cannot be identified.
- Identify and communicate workarounds, where applicable, in order to resolve a Support Case.
- Communicate best practices around log-file administration and general principles, such as acquiring application and system log files, analyzing log files, and setting log file thresholds.
- Coordinate the creation and distribution of product Feature Requests to Genesys Product Management as and when required.
- Leverage Genesys and industry standard tools to remotely troubleshoot and assist with the investigative and diagnostic process.
- May attend End User site to further the investigation process, once all reasonable attempts to remotely resolve the Case prove unsuccessful.
- Provide reasonable advice on complex configuration and product utilization issues.
- Clarify functions and features of the Licensed Software and Documentation.
- Create and maintain a Knowledge Base that includes problem solutions, answers to common questions, and other information related to Genesys products and our support processes.
- Administer and distribute Product Advisories.
- Verify and analyze software defects and manage fix and software delivery.
- Diagnose problems with the operation of the Licensed Software in a production or development environment in order to determine the root cause.
- Resolve issues requiring product design engineering expertise.
- Create Engineering Requests (ERs) in order to engage Genesys Engineering in assisting with root cause identification and/or validation of Customer issues.
- Direct End User to available Licensed Software and documentation, as appropriate, to resolve Cases.

3.3 Designated Contact Responsibilities

Customer contacts that are granted Designated Contact access permissions with Genesys Customer Care are expected to fulfill the following responsibilities. To ensure that issues are resolved as promptly as possible, please meet these responsibilities before you contact Customer Care. Failure to fulfill these responsibilities will result in delays in problem resolution and may result in Customer Care revoking your Designated Contact permissions.

- You must be able to provide your Contact PIN if requested when you call in to Customer Care.
- You must have a complete technical understanding of your own contact center infrastructure, including licensed software and versions deployed.
- You must be able to specify the names of the Genesys products you are using and the version number of each.
- You must be adequately trained to use the Genesys products deployed at your company.
- You should thoroughly review Genesys product and technical documentation and Knowledge Base before you contact Customer Care for assistance.

- You must be able to provide an accurate description of any issue you report and its business impact.
- You must report each issue separately so issues can be individually tracked to a successful resolution. Reporting multiple issues on one form or adding new issues into correspondence about an existing issue may result in problems being overlooked and not resolved.
- You must be able to transfer information (for example, log files, configuration files, Unix full core file, Dr. Watson file, etc.) electronically, to help us analyze your issue.
- You must purge all personally identifiable information and other sensitive data from any information you share with Genesys when submitting a new Case, when sending Case updates by email, and when submitting log files and other Case updates using the File Transfer Tool, a temporary FTP account, and other parts of the Customer Care portal, called [My Support](#).
- You must be available to work with a Customer Care Analyst to resolve your issue.
- If you have requested Critical Priority for an issue, you or another Designated Contact at your company must be available at all times to work with Customer Care in the resolution of your issue.
- When Customer Care requests information or recommends actions to solve an issue, you must respond in a timeline aligned with the agreed priority for that Case.
- During investigation of a Case, if Genesys requests remote access to view the Genesys products in your environment through commercially available, customer-controlled, screen-sharing software, you must ensure that you follow your company's data privacy guidelines when sharing a remote view of your network with Genesys.
- You agree to stay current on Customer Care processes and other news, including receiving and reading Genesys customer newsletters and Customer Care emails as well as notices on the [My Support](#) portal.

4 Addendum A: Response, Restoration and Resolution Targets (Detailed)

4.1 Business Care

Service Level Targets for Business Care							
Severity Level	Production System	Test / Lab System	Processed	Criteria	Response Time	Restoration or Resolution Target	Defect Correction
Critical - Production Down	✓	✗	7X24	The End Customer's live production environment is down, causing a critical impact to business operations.	60 Minutes (Issues must be reported by telephone)	Genesys shall use all reasonable efforts to continue to work on the problem until service is restored. Genesys Restoration Target is 4 Hours.	

Service Level Targets for Business Care

Severity Level	Production System	Test / Lab System	Processed	Criteria	Response Time	Restoration or Resolution Target	Defect Correction
Critical	✓	✗	7X24	There is a critical degradation of the End Customer's production or preproduction environment or major business application causing a critical impact to business operations.	60 Minutes (Issues must be reported by telephone)	<p>Genesys shall use all reasonable efforts to continue to work on the problem until a workaround is provided.</p> <p>For issues that do not require a defect to be corrected, Genesys Resolution Target is 24 Hours in 80% of all cases.</p>	<p>If a licensed software fix is required and there is a specific request to do so, Genesys shall use reasonable efforts to correct the defect in a Hot Fix release.</p> <p>Without a specific request for a Hot Fix, Genesys shall use reasonable efforts to correct the defect in the next maintenance release.</p> <p>Please note that a Hot Fix release is not subjected to a complete QA cycle. Once the defect is incorporated into a subsequent Maintenance Release, the Hot Fix release must be replaced by the Maintenance Release.</p>

Service Level Targets for Business Care

Severity Level	Production System	Test / Lab System	Processed	Criteria	Response Time	Restoration or Resolution Target	Defect Correction
High	✓	✓	Business Hours	The End Customer's environment is not down; however, there is a severe impact or degradation to business operations or development activities (such as degradation of service quality, intermittent disruption of service, blocks integration work, delays final system or acceptance testing).	4 Business Hours	<p>On receipt of a complete problem description, including the business impact and log/configuration files, Genesys shall use reasonable efforts to neutralize the problem or provide a workaround.</p> <p>For issues that do not require a defect to be corrected, Genesys Resolution Target is 2 Business Days in 80% of all cases.</p>	<p>Genesys does not commit to producing Hot Fix requests for High severity issues. Exceptions will require the engagement of Customer Care Management and a solid justification and business case.</p> <p>If a licensed software fix is required, Genesys shall use reasonable efforts to correct the defect within the next Maintenance Release.</p>

Service Level Targets for Business Care

Severity Level	Production System	Test / Lab System	Processed	Criteria	Response Time	Restoration or Resolution Target	Defect Correction
Medium	✓	✓	Business Hours	The business operations of the End Customer are noticeably impaired but are able to be continued (such as some degradation of service quality, impaired network functionality, or occasional disruption of service).	1 Business Day	<p>On receipt of a complete problem description, including the business impact and log/configuration files, Genesys shall use reasonable efforts to neutralize the problem or provide a workaround.</p> <p>For issues that do not require a defect to be corrected, Genesys Resolution Target is 5 Business Days in 80% of all cases.</p>	<p>Genesys shall not produce Hot Fix requests for Medium severity issues.</p> <p>If a licensed software fix is required, Genesys shall use reasonable efforts to correct the defect within a future Maintenance Release.</p>

Service Level Targets for Business Care

Severity Level	Production System	Test / Lab System	Processed	Criteria	Response Time	Restoration or Resolution Target	Defect Correction
Low	✓	✓	Business Hours	There is minimal impact on the business operations of the End Customer, or the End Customer requires information or assistance on Genesys product capabilities, system installation, or configuration.	1 Business Day	<p>On receipt of a complete problem description, including the business impact and log/configuration files, Genesys shall use reasonable efforts to neutralize the problem or provide a workaround.</p> <p>For issues that do not require a defect to be corrected, Genesys Resolution Target is 10 Business Days in 80% of all cases.</p>	<p>Genesys shall not produce Hot Fix requests for Low severity issues.</p> <p>Genesys may not commit to correcting Low severity defects in future Maintenance Releases.</p>

4.2 Business Care Plus and Premium Care

Service Level Targets for Business Care Plus and Premium Care							
Severity Level	Production System	Test / Lab System	Processed	Criteria	Response Time	Restoration or Resolution Target	Defect Correction
Critical - Production Down	✓	✗	7X24	The End Customer's live production environment is down, causing a critical impact to business operations.	30 Minutes (Issues must be reported by telephone)	Genesys shall use all reasonable efforts to continue to work on the problem until service is restored. Genesys Restoration Target is 4 Hours .	

Service Level Targets for Business Care Plus and Premium Care							
Severity Level	Production System	Test / Lab System	Processed	Criteria	Response Time	Restoration or Resolution Target	Defect Correction
Critical	✓	✗	7X24	There is a critical degradation of the End Customer's production or preproduction environment or major business application causing a critical impact to business operations.	30 Minutes (Issues must be reported by telephone)	Genesys shall use all reasonable efforts to continue to work on the problem until a workaround or resolution is provided. For issues that do not require a defect to be corrected, Genesys Resolution Target is 24 Hours in 90% of all cases.	If a licensed software fix is required and there is a specific request to do so, Genesys shall use reasonable efforts to correct the defect in a Hot Fix release. Without a specific request for a Hot Fix, Genesys shall use reasonable efforts to correct the defect in the next maintenance release. Please note that a Hot Fix release is not subjected to a complete QA cycle. Once the defect is incorporated into a subsequent Maintenance Release, the Hot Fix release must be replaced by the Maintenance Release.

Service Level Targets for Business Care Plus and Premium Care

Severity Level	Production System	Test / Lab System	Processed	Criteria	Response Time	Restoration or Resolution Target	Defect Correction
High	✓	✓	Business Hours	The End Customer's environment is not down, however, there is a severe impact or degradation to business operations or development activities (such as degradation of service quality, intermittent disruption of service, blocks integration work, delays final system or acceptance testing).	2 Business Hours	<p>On receipt of a complete problem description, including the business impact and log/configuration files, Genesys shall use reasonable efforts to neutralize the problem or provide a workaround</p> <p>For issues that do not require a defect to be corrected, Genesys Resolution Target is 2 Business Days in 90% of all cases.</p>	<p>Genesys does not commit to producing Hot Fix requests for High severity issues. Exceptions will require the engagement of Customer Care Management and a solid justification and business case.</p> <p>If a licensed software fix is required, Genesys shall use reasonable efforts to correct the defect within the next Maintenance Release.</p>

Service Level Targets for Business Care Plus and Premium Care

Severity Level	Production System	Test / Lab System	Processed	Criteria	Response Time	Restoration or Resolution Target	Defect Correction
Medium	✓	✓	Business Hours	The business operations of the End Customer are noticeably impaired but are able to be continued (such as some degradation of service quality, impaired network functionality, or occasional disruption of service).	4 Business Hours	<p>On receipt of a complete problem description, including the business impact and log/configuration files, Genesys shall use reasonable efforts to neutralize the problem or provide a workaround.</p> <p>For issues that do not require a defect to be corrected, Genesys Resolution Target is 5 Business Days in 90% of all cases.</p>	<p>Genesys shall not produce Hot Fix requests for Medium severity issues.</p> <p>If a licensed software fix is required, Genesys shall use reasonable efforts to correct the defect within a future Maintenance Release.</p>

Service Level Targets for Business Care Plus and Premium Care

Severity Level	Production System	Test / Lab System	Processed	Criteria	Response Time	Restoration or Resolution Target	Defect Correction
Low	✓	✓	Business Hours	There is minimal impact on the business operations of the End Customer, or the End Customer requires information or assistance on Genesys product capabilities, system installation, or configuration.	1 Business Day	<p>On receipt of a complete problem description, including the business impact and log/configuration files, Genesys shall use reasonable efforts to neutralize the problem or provide a workaround.</p> <p>For issues that do not require a defect to be corrected, Genesys Resolution Target is 10 Business Days in 90% of all cases.</p>	<p>Genesys shall not produce Hot Fix requests for Low severity issues.</p> <p>Genesys may not commit to correcting Low severity defects in future Maintenance Releases.</p>



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Software Development Kit Components

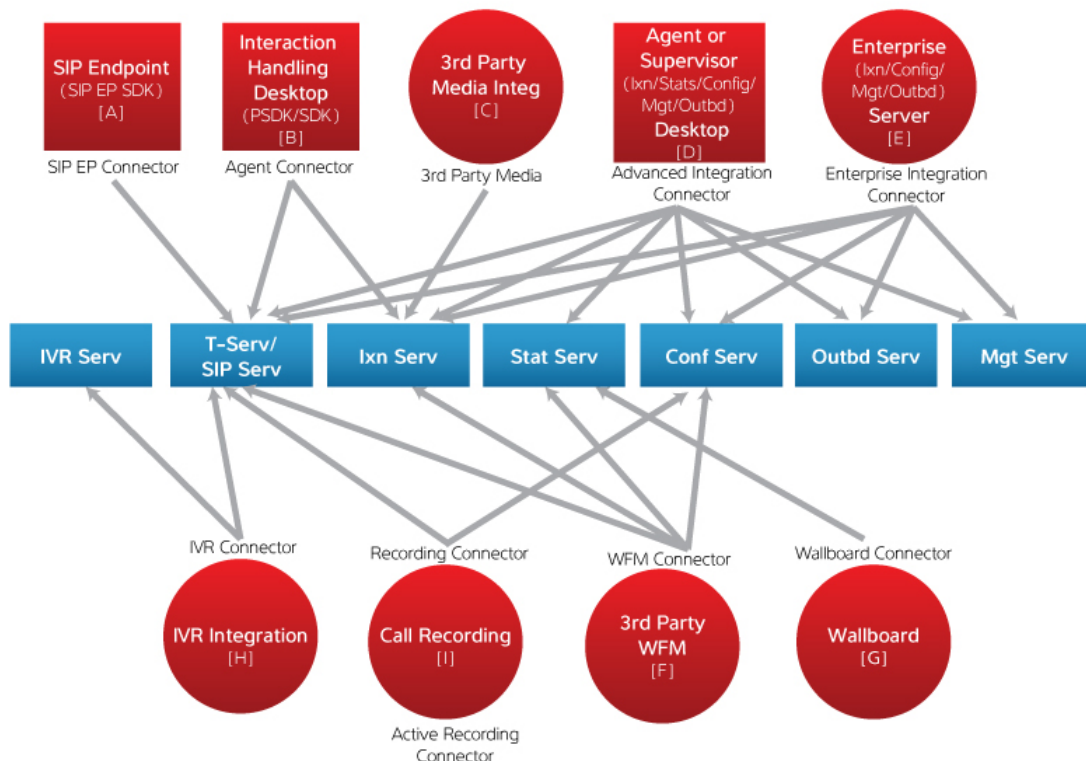
Authorized Integrations Using Genesys APIs

Genesys APIs provide enterprise developers and partners with the ability to extend and integrate custom applications and third-party software with the Genesys Customer Experience Platform.

Subject to the terms and conditions of the Developer License Agreement (for Partners) or the Customer Developer License Addendum, Customers or Partners are authorized to undertake specific integration development activities listed in the table below. Any integrations not listed below should not be undertaken without the express written consent of the Genesys Executive Vice President of Product and Solution Strategy, Merijn te Booij, prior to commencing any development activities.

The diagram and table below illustrate the following:

- Integrations which are authorized by Genesys
- Specified SDK components within the Developer Materials which shall be used for such Integrations
- Run-Time Licenses that the Partner's end user or Customer shall license from Genesys prior to deployment of the works that result from the Integrations
- The prerequisite Genesys Products that the end user or Customer shall have previously licensed from Genesys.



Integ Type	Integration Description	Prerequisites	Restrictions	Applicable Connectors
A	<p>An embedded SIPbased End Point for agent or supervisor desktops to handle customer interactions, including voice, video, and other media. With embedded SIP Endpoint, the phone is invisible to application. Typically, SIP soft phone is part of the application to help reduce agent call handling time. Examples of Agent Applications include Custom Agent Desktops, CRM Adapter Agent Desktops, Genesys Interaction Workspace, or Genesys Agent Desktop. Embedded application can also be part of a customer application, such as, a SIP EP for a Banking ATM machine, a customer service kiosk. The embedded SIP End Point can be either developed using Genesys SIP End Point SDK or other means. The integration is with Genesys SIP Server. The SIP Endpoint Connector is required for all embedded applications except: 1) when the SIP End Point for Interaction Workspace has been purchased, or 2) when a stand-alone non-embedded softphone is deployed.</p>	<p>Either Framework or CIM platform (or any bundle inclusive of these); and Genesys SIP Server.</p>		<p>One SIP End Point Connector per seat</p>
B	<p>A voice-only agent or supervisor Desktop Application that provides the ability to handle voice interactions and has been developed using the Interaction SDK or .NET Toolkit.</p>	<p>Either Framework or CIM platform (or any bundle inclusive of these).</p>		<p>One Agent Connector per seat.</p>
B	<p>An agent or supervisor Desktop Application that provides the ability to handle any interaction type.</p>	<p>Either Framework or CIM platform (or any bundle inclusive of these). Some functionality requires other products (e.g. email would require the Email interaction)</p>		<p>One Agent Connector per seat.</p>

C	<p>Any non-Genesys Media integration.</p> <p>Example: a media server that handles SMS messages within Genesys.</p>	<p>CIM platform (or any bundle inclusive of these) Some functionality requires other products (e.g. email would require the Email interaction server)</p>		<p>One 3rd Party Media (including Lab versions, and upgrade versions) license per seat/per media. Previously known as Open Media Interface.</p>
D	<p>Desktop Application that provides the ability perform the functionality specified by an Agent Desktop plus one or more of the following:</p> <ul style="list-style-type: none"> • starting/stopping outbound campaigns • viewing statistical data • modifying configuration data • viewing/starting/stopping logs or applications with Management Layer <p>There are no restrictions on the statistics and configuration data that these applications can access.</p>	<p>Either Framework or CIM platform (or any bundle inclusive of these) Some functionality requires other products (e.g. email would require the Email interaction)</p>		<p>One Advanced Integration Connector per seat.</p>
E	<p>Any integration that performs enterprise-level tasks, usually in a server application, including one or more of the following:</p> <ul style="list-style-type: none"> • configuration synchronization • starting/stopping applications controlled by Management Layer • DN registration • starting/stopping outbound campaigns • There are no restrictions on the configuration data that these applications can access. 	<p>Either Framework or CIM platform (or any bundle inclusive of these) Some functionality requires other products (e.g. email would require the Email interaction)</p>	<p>Not to be used for statistics integrations.</p>	<p>Enterprise Integration Connector (including Lab) (per enterprise)</p>
F	<p>Any non-Genesys WFM integration developed using Universal SDK.</p> <p>Example: a 3rd party WFM product</p>	<p>Either Framework or CIM platform (or any bundle inclusive of these) Some</p>	<p>Not authorized for resell in most cases. Contact Genesys to obtain approval for</p>	<p>One WFM Connector per seat.</p>

	that requires Genesys statistics or configuration synchronization.	functionality requires other products (e.g. email would require the Email interaction)	redistribution. T-Lib SDK is not allowed/supported for WFM integrations.	
G	Any Wallboard integration.	Either Framework or CIM platform (or any bundle inclusive of these)	Not to be used for desktop integrations. Can be used for any application that displays statistical information to contact center staff, when the number of seats cannot feasibly be estimated.	One Wallboard Connector (including Lab) per site.
H	Any non-Genesys IVR integration.	Either Framework or CIM platform (or any bundle inclusive of these)	Not authorized for resell in most cases. Contact Genesys to obtain approval for redistribution.	One IVR Connector per port.
I	Any Recording integration. Please note: currently Active Recording Connector is only available for integration with Genesys SIP Server.	Either Framework or CIM platform (or any bundle inclusive of these)		One Recording Connector (including Lab) per seat.

[1] "Agent Workstation" or "Seat" means any device that is enabled to carry out the instructions of a software program directly or virtually to allow use of the licensed Genesys Products by a maximum of one (1) agent at any given time. An Agent Workstation may be configured to allow multiple agents working in shifts to use the licensed Genesys Products; provided that it is not enabled for concurrent use. Once enabled, a workstation is defined as an Agent Workstation until disabled, whether or not it is in active use by any Customer agent.

[2] "Supervisor Seat" means any device that is enabled to carry out the instructions of a software program directly or virtually to allow use of the licensed Genesys Products by a maximum of one (1) supervisor at any given time. A Supervisor Seat may be configured to allow multiple supervisors working in shifts to use the licensed Genesys Products; provided that it is not enabled for concurrent use. Once enabled, a workstation is defined as a Supervisor Seat until disabled, whether or not it is in active use by any Customer supervisor.

[3] A "Site" is a contact center with a single physical location where a group or groups of agents process interactions and these interactions do not need to be routed to another physical location.

[4] "Port" means a communication path enabled to support a single user session specific to one (1) application.