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GENESYS CLOUD +

1.   **GENERAL**

1.1   **Service Definition**. Genesys Cloud is a cloud-based omni-channel contact center platform that provides intelligent contact routing and contact center capabilities. Workforce management capabilities provide employee performance, resource management, and quality assurance to maximize the quality and efficiency of the contact center. To utilize inbound and outbound voice capabilities, Customer must also purchase and contract separately for Verizon IP Contact Center Service.

1.1.1   **Platforms**. Except where explicitly stated otherwise, these terms apply to Optimized Service (denoted with a "+" and sometimes referred to as Rapid Delivery) and non-Optimized Service.

1.2   **Standard Service Features**. The following table lists a subset of the standard service features for the User Level 1, User Level 2 and User Level 3 packages. A current full list of standard service features can be found at the following URL: www.genesys.com/pricing/pricing-expanded#self-service

User Level 1	User Level 2	User Level 3
IPPBX Telephony, including: softphone/WebRTC, ad-hoc conferencing, voicemail, instant messaging, IVR and reporting	All features in User Level 1, plus:	All features in User Level 2, plus:
Call Recording~~IPPBX Telephony, including: softphone/WebRTC, ad-~~	OmniChannel Routing for: Web Chat, eMail and Call Back	SMS/Messaging Services

~~hoc conferencing, voicemail, instant messaging, IVR and reporting~~		
Basic Analytics~~Call Recording~~	Predictive/priority/agentless outbound dialing	Screen share
Automated Call Distribution (ACD) queuing and routing~~Basic Analytics~~	Inbound/outbound blending	Co-browse
Preview and progressive outbound calling~~Automated Call Distribution (ACD) queuing and routing~~	Script designer for customized routing scripts	Screen Recording
~~Preview and progressive outbound calling~~	Dual channel call recording, web chat and email recording	Advanced Workforce Management
	Quality management	
	Basic Workforce Management	
	Enhanced supervisory reporting and analytics	

1.3 **Optional Service Features**. Customer may purchase any of the listed optional service features a la carte, independently of the User Level package selected.

1.3.1 **Predictive Engagement Events**. Predictive Engagement Events provides customer journey analytics. Each Predictive Engagement event is evaluated with machine learning and AI rules to determine the best time and method for executing real-time engagements and achieve desired results.

1.3.2 ~~**nGUVU Add-on**. The nGUVU add-on uses social media, game mechanics, and recognition concepts to enhance the agent's journey through easy navigation, a simple UI and daily results using KPI stats.~~

1.3.2~~3~~ **Salesforce Add-on**. The Salesforce add-on provides advanced call controls inside the third-party customer relationship management (CRM) system Salesforce®. The Salesforce add-on offers many features including basic call log support, click-to-dial, screen pop, and more.

1.3.3~~4~~ **Wallboard Device**. A dedicated Wallboard-only license exclusively for viewing of Performance Dashboards in Genesys Cloud.

1.3.4~~5~~ **Skype for Business WebSDK**. Skype for Business WebSDK integration allows for chat interoperability between Genesys Cloud and Skype for Business.

1.3.5~~6~~ **Dynamics 365 Connector Add-On**. Dynamics 365 Connector for Genesys Cloud provides seamless integration between Genesys Cloud and the Dynamics 365 solution, embedding Genesys Cloud inside the CRM user interface using Genesys Cloud embeddable framework.

1.3.6~~7~~ **eMite Dashboard Add-On**. A fully integrated real-time, historical dashboard and wallboard solution that provides statistics and advanced KPI's.

1.3.7~~8~~ **PureInsights Configurable Dashboard**. A configurable dashboard that provides intelligence and analytics capabilities. Subscription purchase includes up to 1 hour of customer on-boarding services.

2. **SUPPLEMENTAL TERMS**

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2.1 **Amazon Web Service Terms**. Customer shall comply, and shall require any individual using any of the call center capabilities of Genesys Cloud (End Users) to comply, with the Amazon Web Service (AWS) Acceptable Use Policy (AUP) found at https://aws.amazon.com/aup/.

2.2 **Security and Privacy Policies**. The Genesys Cloud security and privacy policies, which are applicable to the End User's use of the Genesys Cloud, are located at https://help.mypurecloud.com/articles/purecloud-security-compliance/, which may be updated from time to time.

2.3 **Local Calling**. Customer acknowledges that certain local laws and regulations govern local calling, and agrees to configure the number plan and outbound routing capabilities of Genesys Cloud to adhere to applicable local laws and regulations.

2.4 **Recordings**. Customer acknowledges that Recordings are solely within its discretion and control. Without limiting the foregoing: (i) Customer accepts sole responsibility for determining the method and manner of performing Recordings such that it is compliant with all applicable Laws; and (ii) Customer shall ensure that ~~recordings~~ Recordings shall be made only for diagnostic, quality assurance, archival, and/or support purposes, and in any event only for purposes required and/or in compliance with, all applicable Laws. Customer will ensure that either (a) Recordings will not knowingly include any bank account number, credit card number, authentication code, social security number, personally identifiable health information or other ~~personal or Sensitive Information~~ Personal Data, except as allowed or required by all applicable Laws; or (v) Recordings are encrypted at all times. To the extent recordings are encrypted or where encryption is electable by Customer as part of the Service, Customer shall elect such encryption. Customer shall not modify, disable, or circumvent the Recording encryption feature within the Services and shall otherwise ensure that it will use the Services in compliance with the encryption feature.

2.5 **~~Customer~~ Data Transfer**. Customer acknowledges and agrees that the ~~Customer Data~~ data submitted through Genesys Cloud may be transferred or stored outside the country where Customer and its customers are located. If Customer or End Users provide credit card information to the Services, Customer retains responsibility for compliance with all applicable standards, including the Payment Card Industry Data Security Standards.

2.6 **Protected Health Information (U.S. Only)**. Customer will not use the Service in a way that causes Verizon to create, receive, maintain, or transmit "protected health information" (PHI) that would make Verizon a "business associate" to Customer (as both terms are defined at 45 C.F.R. § 160.103). To the extent this prohibition is violated, Customer is fully responsible for the consequences.

2.7 **Emergency Calling**. In order to make emergency calls, Customer must first order and have provisioned a Genesys Cloud Voice direct inward dial (DID) number for (i) each location that is used by End Users and (ii) each nomadic line or softphone that is assigned to an End User. A nomadic line or softphone can be used to make and receive voice calls at a location other than the registered location of the Service. Verizon will assist Customer to order and provision DID numbers as requested. A single DID number may cover more than one softphone at a single fixed location. A DID number is required to associate a location with a nomadic line or softphone, and each DID number may be associated with only one location at a time. A single DID number may cover one or more End User lines at a single location. Customer is required to (a) manually input the initial registered location to associate with each DID number and (b) manually update any change in the registered location associated with a DID number. If Genesys Cloud Voice is not properly configured, End Users will not be able to directly initiate 911 calls. If Customer does not manually associate a location with a DID number, the dispatchable location of a 911 caller will not be provided to the public safety answering point. In such circumstances, emergency services may be delayed or misrouted which could result in injury or death.

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2.8 **Account Security**. Customer will maintain any reasonable, appropriate administrative, physical, and technical level of security regarding its account ID, password, antivirus and firewall protections, and connectivity with the Services.

2.9 **Third Party Services**. Customer will abide by any relevant third party terms and conditions for services used in conjunction with Genesys Cloud, including but not limited to, the applicable AppFoundry terms and conditions located at https://appfoundry.genesys.com/filter/genesyscloud. Furthermore, Customer acknowledges compliance with applicable local requirements and regulations in each jurisdiction where third party services are used to access the Genesys Cloud platform is the responsibility of Customer and the provider of those services.

2.10 **Outbound Communications**. When the Service is used for outbound communications, Customer is solely responsible for compliance with local requirements and regulations in each jurisdiction its supervisors, agents or Eend Uusers, as applicable, are located in including but not limited to those regarding do not call lists, time restrictions for telemarketing calls, display of the legitimate number the customer is calling from, blocking spoofed calls, opt in/opt out obligations, anti-spam laws and content restrictions.

2.11 **India**. This clause applies if Genesys Cloud will be accessed from India.

2.11.1 **OSP Only Service**. Genesys Cloud may only be used by Customers and Customers' Affiliates in India who are Other Service Providers (OSPs) as described in the Revised Guidelines for Other Service Providers (OSPs) released by the Indian Department of Telecommunications (DoT) on 23 June 2021 as amended from time to time.

~~Prior to the Service Activation Date the Customer will complete and sign, or will procure the completion and signing by its Indian Affiliate (or other end user) receiving Service in India, the document in the form set out in Schedule 1 hereto (Inspection Pro Forma).~~

2.12 ~~**India Call Detail Records**. In accordance with regulatory requirements as applicable to Other Service Providers (OSP) in India, Customers, and Customers' Affiliates in India, accessing Genesys Cloud services in India shall be responsible for retaining the call detail records onsite in India as per the time period mentioned in OSP guidelines, as may be amended from time to time.~~

3. **SERVICE LEVEL AGREEMENT**
   The service level agreement for the Genesys Cloud may be found at the following URL:
   - please click Genesys Cloud Service Level Agreement

4. **FINANCIAL TERMS**

4.1 **Optimized Services**. Customer will pay the charges for Genesys Cloud + specified in the Agreement, including those below, if any. Charges below are in United States dollars and will be billed in the invoice currency of the associated service.

4.2 **User Level Package Billing Models.** Customer must choose one billing model for the User Level package chosen. Some optional service features are available in the billing model customer has chosen, some will only be available in a identified billing model, as specified in Customer's order form.

4.2.1 **Unique User**. Customer pays for each ~~user~~ End User that logs in during the month.

4.2.2 **Concurrent User**. Customer pays for the peak number of simultaneous ~~users~~ End Users logged in during the month.

4.2.3 **Hourly User**. Customer pays by the hour for the total time ~~users~~ End Users are logged in to the platform during the month.

4.3 **Billing Frequency**. Customer has the option to choose between an annual subscription model and a month-to-month subscription model. With the annual subscription model, Verizon will bill in advance for twelve months' of subscription fees, and bills for overage usage on a monthly basis, as incurred. If Customer chooses the month to month model, customer commits for a 12 month period but pays monthly, along with any overage usage incurred.

4.4 **Annual Subscription Renewal**. Customer must notify Verizon 60 days in advance of the intent to terminate the Service. If termination is not requested, the term will renew for an additional 12 months, and is subject to rate changes.

4.5 **Resource Services and Costs**

Resource Services	Costs
Basic IVR Usage	Customers can use up to the "fair use" basic IVR amounts allocated by ~~user~~ End User without being charged. For allocation amounts, see http://help.mypurecloud.com/articles/IVR-usage/
Data Storage	Customers can use up to the "fair use" storage amounts allocated by ~~user~~ End User without being charged. For allocation amounts, see http://help.mypurecloud.com/articles/data-storage-usage/
API Usage	Customers can use up to the "fair use" API request count allocated by ~~user~~ End User without being charged. For allocation amounts, see http://help.mypurecloud.com/articles/?p=201525/
PureCloud Short Message Service (SMS)	Requires User Level 3 users. https://help.mypurecloud.com/?p=150871
Bring Your Own Technology Charges	BYO (Bring Your Own) Technology Integration enabling customer to integrate third party services into Genesys Cloud. Charged per invocation. For per invocation costs, see https://help.mypurecloud.com/articles/bring-your-own-technology-services-model
Genesys Cloud for WhatsApp Messaging	For WhatsApp Messaging pricing see, https://help.mypurecloud.com/?p=150871
Predictive Engagement	User Level 2 and User Level 3 packages include access to Altocloud, a real-time journey analytics platform that observes and analyzes visitors on Genesys Cloud customer websites. Pricing and instructions to configure and activate Altocloud are located here: http://help.mypurecloud.com/articles/altocloud-predictive-engagement-event-pricing/
Genesys Dialog Engine	Pricing and information on use of Dialog Engine is located here: https://help.mypurecloud.com/?post_type=article&p=222574/
Basic Voice Transcription	Customers can use the "fair use" voice transcription minutes allocated by ~~user~~ End User without being charged. See Customers can use the "fair use" voice transcription minutes allocated by ~~user~~ End User without being charged. See https://help.mypurecloud.com/articles/fair-use-voice-transcription-charges

5. **DEFINITIONS.** The following definitions apply to Genesys Cloud, in addition to those identified in the Master Terms of your Agreement.

Term	Definition
~~Customer Data~~	~~(a) all data submitted through the Genesys Cloud Service by Customer or End Users; and (b) the non-anonymized content of any reports generated by the Genesys Cloud Service regarding Customer's use of the Genesys Cloud Service.~~
~~End Users~~	~~A Service Order that is processed, at the request of the Customer, in a time period shorter than the Verizon's standard installation interval, whether or not the installation is completed in that time period.~~
Recordings	Recorded inbound or outbound VoIP Service transmission, performed by Customer, via the Genesys Cloud Service as set forth in the applicable User Guide.
~~Sensitive Information~~	~~All sensitive or Confidential Information used in connection or transmitted by the Services including but not limited to personal health information (PHI), personally-identifiable information (PII) and credit card information.~~

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Schedule 1 – Inspection Pro Forma

Schedule 1 – For customers ordering Genesys Cloud that will be accessed in India, please click here (at www.verizon.com/business/service_guide/reg/genesys-cloud-inspection-pro-forma.pdf for the Inspection Pro Forma.

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