

Maintenance and Support Terms



For End-User Customers purchasing Maintenance
and Support directly from Genesys
Effective January 1 2014

These Maintenance and Support Terms shall apply to all Orders issued to Genesys by end-user customers (hereinafter "Customer") for Maintenance and Support. Should there be any difference between these terms and Customer's commercial agreement with Genesys, the terms of the commercial agreement will prevail.

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 Maintenance and Support Program Guide posted on the Genesys Technical Support website <http://genesyslab.com/support> 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 be entitled to charge reasonable additional fees for services provided beyond the scope of Genesys' support obligations set forth herein.

(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.

Customer Responsibilities for Maintenance and Support

Customer shall use commercially reasonable efforts to perform the following tasks with regard to Maintenance and Support:

- Maintain a current Maintenance and Support agreement and be current in payment of all related Maintenance Fees.
- Maintain competent and complete technical understanding of own technical infrastructure including Licensed Software and versions deployed.
- Conduct searches of Genesys Knowledge Base and Genesys technical documentation to determine if similar problems have been reported at <http://genesyslab.com/support>.
- Employ a minimum of two (2) Designated Contacts, trained & certified in applicable Licensed Software, for the purpose of submitting and updating Service Requests to Genesys.
- Accurately characterize Licensed Software problems reported and describe their business impact, to include what is wrong, when it went wrong, if applicable, any changes to the Licensed Software environment and the steps that cause the problem to occur.
- Describe Customer steps or actions to try and resolve such problems.
- Gather, validate and make available log, configuration and other files devoid of customer sensitive data for analysis, in accordance with the Maintenance and Support Program Guide posted on the Genesys Technical Support website <http://genesyslab.com/support>.
- Reference key indicators such as call flow behaviour, agent IDs or connection IDs which are pertinent to the problem, when submitting log, configuration and other diagnostic files to Genesys.
- Provide timely and accurate responses, aligned with stated Service Request priority, to information requests, fixes and recommendations provided by Genesys.
- Apply revised Licensed Software and/or configuration options as directed by Genesys.

- Maintain a lab or development environment that is reasonably representative of Customer's production environment.

- Submit, manage and escalate tickets in accordance with the Maintenance and Support Program Guide posted on the Genesys Technical Support Web Site <http://genesyslab.com/support>.

- Ensure implementation of best practices around log-file administration, remote access and other general troubleshooting principles, as directed by Genesys.

- Complete Customer Satisfaction surveys following the resolution of a Service Request.

Genesys Responsibilities for Maintenance and Support

Genesys shall use commercially reasonable efforts to perform the following tasks with regard to Maintenance and Support:

- Serve as the initial point of contact for Customer of the Licensed Software.
- Employ dedicated experts, trained & certified in applicable Licensed Software, for purpose of analyzing and resolving Service Requests.
- Have a dedicated support center or help desk with published business hours and contact details.
- Use an incident tracking system for capturing and managing service requests and customer satisfaction feedback.
- Answer Customer's technical questions in relation to the operation of the Licensed Software.
- Guide Customer to the knowledge base, release notes and documentation on Genesys Technical Support Website <http://genesyslab.com/support>.
- Collect and analyze all relevant validated log, configuration and other files.
- 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 in a lab environment.
- Provide timely and accurate responses to Customer requests in line with Service Level Targets.
- Enhance the problem description and investigation information for Genesys expert analysis when a solution cannot be identified.
- Identify and communicate workarounds, where applicable, in order to resolve a Service Request.
- Communicate best practices around log-file administration and general principles – i.e. acquiring

application and system log files, viewing 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 Customer site to further the investigation process, once all reasonable attempts to remotely resolve the Service Request prove unsuccessful.
- Provide reasonable advice on complex configuration and product utilisation issues.
- Clarify functions and features of the Licensed Software and Documentation.
- Create and maintain knowledge base and FAQ's, and administer & 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 (ER) in order to engage Genesys Engineering in assisting with root cause identification and/or validation.
- Direct Customer to available Licensed Software and documentation, as appropriate, to resolve Service Requests.

Service Level Targets

Maintenance and Support shall be provided as set forth in Section Maintenance and Support above. 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 Maintenance and Support Program 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 Maintenance and Support Program Guide posted on the Genesys Technical Support website <http://genesyslab.com/support>.
- Such contact persons may be changed from time-to-time at the sole discretion of Genesys.

Definitions

(a) **"Documentation"** means applicable technical published manuals that accompany the Licensed Software.

(b) **"Genesys"** means, as the case may be: (i) Genesys Telecommunications Laboratories, Inc., for Customers located in the United States; (ii) Genesys Laboratórios de Telecomunicações Ltda., for Customers located in Brazil; (iii) Genesys Laboratories Canada Inc., for Customers located in Canada; (iv) Genesys Japan Co. Ltd., for Customers located in Japan; and (v) Genesys Telecommunications Laboratories B.V., for Customers located elsewhere.

(c) **"Information"** means the information deemed necessary by Genesys to enable the successful identification and resolution of a service request.

(d) **"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 the Customer.

(e) **"Maintenance and Support"** means the maintenance and support service purchased by Customer that provides (i) Maintenance, Minor and Major Releases, if any, and appropriate Documentation to the Licensed Software; (ii) telephone or email assistance with respect to the Licensed Software between the times stated in the "Maintenance and Support Program Guide" located at <http://genesyslab.com/support> and (iii) Customer access to Genesys support personnel twenty-four (24) hours per day, seven (7) days per week, for "Critical" issues as defined herein. Telephone assistance shall comprise: (A) clarification of functions and features of the Licensed Software, (B) clarification of Documentation pertaining to the Licensed Software and (C) error verification, analysis and resolution.

(f) **"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.

(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. A Maintenance Release is any Release that is not a Major or Minor Release.

(h) **“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.

(i) **“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.

(j) **“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.