



## Addendum for PureCloud Voice service (Canada)

This policy was last modified on July 11, 2017.

By executing this PureCloud Voice Service ("PCVS") Addendum ("Addendum"), you acknowledge that you have had the opportunity to review it, the PCVS Order Form(s), and the PureCloud Service Terms and Conditions ("Terms and Conditions") (collectively, "the Agreement"). This Addendum is effective upon your execution and our acceptance of your initial PCVS Order Form ("PCVS Effective Date"). Genesys Laboratories Canada Inc., is "Genesys" for purposes of this Addendum. Genesys may also be referred to herein as "we," "us," or "our," and you may be referred to as "you" or "Customer."

1. **Subscription Service.** We grant you a right to use PCVS in accordance with this Agreement and any applicable local, long distance, and international calling descriptions ("Service Descriptions") provided at <http://help.mypurecloud.com/articles/about-purecloud-voice/>.
  1. Hardware, components, and any professional and other services provided to you by our business partners in connection with your use of PCVS are provided strictly on an "as-is" basis.
  2. Applicable professional services will be identified in and provided subject to the terms of a PCVS Order Form or a statement of work ("SOW") executed by the parties.
2. **Conditions of Use.** PCVS is provided in accordance with Section 2 (Conditions of Use) of the Terms and Conditions. You take full responsibility for ensuring that all of your personnel, third-party service providers, and all other parties that access or use PCVS ("Your Users") comply with this Agreement, and you will be liable for their acts or omissions. You acknowledge that PCVS is provided only pursuant to your express agreement that you and Your Users will not use PCVS, including, but not limited to, the telephone numbers provided to you, with an intent to defraud, cause harm, or wrongfully obtain anything of value or for any malicious purpose (collectively, a "Malicious Purpose"). You further agree to indemnify and defend us against any third-party lawsuits, governmental investigations, or other claims arising from you and/or Your Users' use of PCVS with a Malicious Purpose.
3. **Customer Data.** Customer data and Your Users' data is protected and provided in accordance with Section 3 (Customer Data) of the Terms and Conditions. You acknowledge and agree that Customer data and Your Users' data, including data that contains personal information, may be disclosed, accessed, and/or retained outside of Canada as reasonably necessary to provide and support PCVS, and you warrant that, to the extent required by law, you will obtain your customers', Your Users' and such other affected parties' express and informed consent to same. You further agree to indemnify and defend us against any third-party lawsuits, governmental investigations, or other claims arising from you and/or Your Users' use of PCVS arising from a contravention of this section. You acknowledge and agree that, in accordance with this clause, Customer personal information and Your Users' personal information may be retained in the United States and subject to access under certain laws, including, but not limited to, the Patriot Act, which provides for, inter alia, surveillance and access to records to protect against international terrorism or clandestine intelligence activities, and you warrant that you will include language to this effect in all forms of consent obtained from Your Users and all other affected individuals.
4. **Subscription Services Warranties.** Subject to the Terms and Conditions, we warrant to you that PCVS will function substantially as detailed in applicable Service Descriptions. Your sole



and exclusive remedy for a breach of this warranty shall be to either allow us to: (a) modify PCVS to conform to the Service Descriptions; or (b) provide a workaround solution that will reasonably meet your requirements. If neither option is commercially reasonable, we may terminate any PCVS Order Form and refund any pre-paid, unused PCVS fees.

5. **Provision of PureCloud Voice Service.** We will make PCVS available in accordance with the PureCloud Support Policies and Service Level Policy (SLP) provided at <http://help.mypurecloud.com/articles/service-level-agreements/>.
6. **Term.** The PCVS subscription Term in the PCVS Order Form will be monthly ("Pay-As-You-Go"), and the PCVS Order Forms will automatically renew unless either party provides written notice not to renew, at least thirty (30) days prior to the end of any Term.
7. **Termination for Cause.** Either party may terminate this Addendum for cause upon written notice and thirty (30) days opportunity to cure.
8. **Effect of Termination.** Upon termination or expiration of this Addendum: (a) all PCVS Order Forms and your right to access PCVS will immediately terminate; and (b) for a period of thirty (30) days following the date of PCVS termination, you may request (in writing) a copy of your PCVS call history, call detail records, and invoices.
9. **Payments, Taxes, and Rates.** Unless the applicable PCVS Order Form contains other payment terms, payments will be based on PCVS usage and made in accordance with Section 6 (Payment) of the Terms and Conditions. In the event that we do not have sufficient call detail records or other transactional data needed to generate your PCVS bill, you will be billed at our minimum usage rate applicable to your PCVS deployment. All PCVS domestic and international calling rates are variable and subject to change, including, but not limited to, instances where our carriers raise their rates. You may view the current PCVS rate schedule via the following webpage and will be deemed to have received and accepted rate changes when we post them: <http://help.mypurecloud.com/?p=64839>. Your porting and certain other PCVS charges you might incur are also variable and subject to change, including, but not limited to, snapback porting fees and porting escalation fees. You are required to pay any and all taxes of any kind imposed by any governmental tax authority, in addition to all other payments, charges and fees described in any portion of the Agreement or otherwise required by law. For the avoidance of doubt, and merely as examples, if VAT or any sales or use tax, or withholding tax of any kind, is imposed on any payment obligation you have under the Agreement, you will pay all such taxes in addition to paying the full and unreduced payments, charges and fees to us that are otherwise required to be paid under the Agreement.
10. **Compliance with Law.** In accordance with Section 15(3) (Compliance with Law) of the Terms and Conditions, you are solely responsible for ensuring that use of PCVS is in accordance with laws and regulations that apply to you, including, but not limited to, the Telephone Consumer Protection Act of 1991 (as to calls placed to United States telephone numbers), and for ensuring that you comply with all requirements imposed by law with respect to reporting and payment of any taxes in accordance with Section 9 (Payments, Taxes, and Rates) above.
11. **IMPORTANT 911 ADVISORY.** YOU ACKNOWLEDGE AND AGREE TO THE ADVISORY REGARDING 911 DIALING AND LIMITATIONS OF SERVICE PROVIDED AT <http://help.mypurecloud.com/?p=63501>. 911 SERVICE IS NOT OFFERED ON TOLL-FREE NUMBERS OR SIMILAR SERVICE ACCESSORIES OR ADD-ON SERVICE PLANS.
12. **Third Party Terms.** You will ensure that your (and your users') use of PCVS complies in all respects with contractual or other obligations we may have to our third party licensors and



you take responsibility for breach of such obligations. The obligations, as modified from time to time, are identified at <http://help.mypurecloud.com/?p=64792> or in an applicable Order Form.

13. **Suspension of Service.** You acknowledge and agree that a PCVS outage due to suspension of your account as a result of billing issues, non-payment, or delinquency of your account or any other reason, including, but not limited to, those reasons described elsewhere in this Agreement, will prevent all use of PCVS, including 911 dialing.