Schedule 1: General Order Form

PROCURE IT VERSION 3.2

Genesys Cloud Telephony Solution Project

[8378022: 28620220_1]

CUSTOMER

Item 1 Name of Customer

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Customer's full legal name:	Crown in right of the State of NSW acting through the Department of Customer Service (ABN 81 913 830 179)

Item 2 Service Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Customer's service/delivery address:	McKell Building, 2-24 Rawson Pl, Sydney NSW 2000

Item 3 Customer's Representative

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Representatives (clause 23.1)	
Specify an employee who is the Customer's Authorised Representative:	████████████████████

CONTRACTOR

Item 4 Name of Contractor

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Contractor's full legal name:	Genesys Laboratories Australasia Pty Ltd (ABN 80 077 375 887)

Item 5 Service Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
Specify the Contractor's service/delivery address:	L20, 141 Walker Street, North Sydney, 2060

Item 6 Contractor's Representative

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Representatives (clause 23.1)	
Specify an employee who is the Contractor's Authorised Representative:	████████████████████

[8378022: 28620220_1]

Item 7 Head Agreement

This Item 7 must be completed when the Customer Contract is entered into under a Head Agreement.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.1)	
Specify the Head Agreement number:	N/A
Specify the Head Agreement title:	N/A
Specify the Term of the Head Agreement: 　　　Start Date: 　　　End Date: If the Term of the Head Agreement has expired the Customer must obtain the Contract Authority's approval to enter into a further Customer Contract, and this approval should be attached to this General Order Form.	N/A
Insurance (clause 16.2)	
Specify the insurances required under the Head Agreement:	N/A
The default insurance requirement under the Head Agreement is public liability insurance with an indemnity of at least $10,000,000 in respect of each claim for the period of cover. Specify any higher limit of cover that is required by the Head Agreement:	N/A
The default insurance requirement under the Head Agreement is product liability insurance with an indemnity of at least $10,000,000 for the total aggregate liability for all claims for the period of cover. Specify any higher limit that is required by the Head Agreement:	N/A
Specify if professional indemnity/errors and omissions insurance was required under the Head Agreement. If so, the default insurance requirement is for a limit of cover of $1,000,000 in respect of the total aggregate liability for all claims for the period of cover. Specify any higher limit that is required by the Head Agreement:	N/A
Workers' compensation insurance in accordance with applicable legislation:	N/A
Specify any other type of insurance required under the Head Agreement and the specified amount:	N/A
Performance Guarantee (clause 17.1)	
Specify if the Contractor was required to provide a Performance Guarantee under the Head Agreement:	N/A

Item 8 Modules that form part of the Customer Contract

Formation (clause 3.8(a))

Indicate, by marking with an X, the Modules that apply

Module 1 – Hardware Acquisition and Installation	☐	Module 11 – Telecommunications as a Service	☐
Module 2 – Hardware Maintenance and Support Services	☐	Module 12 – Managed Services	☐
Module 3 – Licensed Software	☐	Module 13 – Systems Integration	☐
Module 4 – Development Services	☐	Module 13A – Major Project Systems Integration Services	☐
Module 5 – Software Support Services	☐		
Module 6 – Contractor Services	☐		
Module 7 – Professional Services	☐		
Module 8 – Training Services	☐		
Module 9 – Data Migration	☐		
Module 10 – As a Service	☒		

Item 9 Schedules that form part of the Customer Contract in addition to the General Order Form

Formation (clause 3.8(b))

Indicate, by marking with an X, the Schedules that apply

Schedule 1 – General Order Form	Applies	Schedule 7 – Statutory Declaration - Subcontractor	☐
Schedule 2 – Agreement Documents	☒	Schedule 8 – Deed of Confidentiality	☐
Schedule 3 – Service Level Agreement	☒	Schedule 9 – Performance Guarantee	☐
Schedule 4 – Variation Procedures	☒	Schedule 10 – Financial Security	☐
Schedule 5 – Escrow Deed	☐	Schedule 11 – Dispute Resolution Procedures	☐
Schedule 6 – Deed Poll – Approved Agents	☐	Schedule 12 – Project Implementation and Payment Plan	☐

Item 10 Contract Period

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contract Period (Clause 2.4)	
Specify the Commencement Date if it is not the date when the Customer and the Contractor sign the Customer Contract:	The Commencement Date is the date when the Customer and the Contractor sign the Customer Contract.
Specify the end of the Contract Period:	Four (4) years from the Commencement Date (subject to any changes in the Ramp Period as defined in Box 1 (Services) of the Module 10 Module Order Form).
Specify any period of extension of the Contract Period in days/weeks/years:	The Customer may, in its sole discretion, extend the Contract Period by one (1) additional period of twelve (12) months, by 30 days advance notice in writing to the Contractor.

[8378022: 28620220_1]

Item 11 Common Details

Formation (clause 3.4)		

Item 12 Delivery Address

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Delivery (clause 5.1)	
Specify the address of the Site where delivery is to be made:	N/A
Specify any delivery instructions:	N/A
Specify the hours during which delivery may be made to the Site:	N/A

[8378022: 28620220_1]

Item 13 Contract Specifications

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Formation (clause 3.4)	
If the Contract Specifications are the User Documentation leave this Item blank. If the Contract Specifications comprise other documents, list those documents in order of priority:	The Contract Specifications are: 1. Agreement Document 1 (Solution Requirements); 2. all documents / specifications produced by the Contractor in connection with the Core& Contract, to the extent accepted / approved in writing by the Customer; 3. Schedule 3 (Service Level Agreement); 4. User Documentation; and 5. the Module 10 Module Order Form (including any attachments thereto). To the extent that there is any conflict between any of the documents that comprise the Contract Specifications the conflict shall be resolved by giving priority to the documents in the order in which they appear in this Item 13 (with an item higher in the list having priority over a lower item).
System (clauses 5.11 and 9.3)	
Specify whether the Products and Services comprise a System.	No

Item 14 Payment

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Payment (clauses 11.1 and 11.2)	
Invoicing (clauses 11.7 and 11.9)	
Specify the Customer's officer to receive invoices:	▉
Specify address to which invoices should be sent:	▉
Specify the number of days from receipt of a Correctly Rendered Invoice that the Customer must make payment. If this Item is not completed, the Customer must pay the Contractor within 30 days from receipt of a Correctly Rendered Invoice.	The Customer must pay the Contractor within 30 days from receipt of a Correctly Rendered Invoice.
Specify when the Contract Price must be paid: E.g. if the earlier Price is to be paid on delivery, insert "The Contract Price is due on delivery". If payment is to be made on more than one occasion then consider using a PIPP under Item 20.	▉

[8378022: 28620220_1]

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify whether the Contract Price is fixed: E.g. does the unit Price per item vary for inflation or other factors? If so, specify the calculation for Price variations:	Fixed.

Item 15 User Documentation

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
User Documentation (clause 5.4(b))	
Specify the Price of any additional copies of the User Documentation:	User documentation is provided at no additional cost to Customer.

Item 16 Management Committee

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Management Committee (clause 6.4)	
List the name/s of the Contractor's project manager, officers or other relevant person who will sit on the management committee	███████████████████████████████
Management Committee (clause 6.6)	
Specify the function to be performed by the management committee:	The management committee must meet monthly to: (a) review and monitor progress under the Customer Contract; (b) discuss any concerns in relation to the operation of the Customer Contract or the delivery of the Products and Services; and provide support for the performance reviews to be carried out in accordance with clause 6.10 of the Customer Contract.
List the name/s of the Customer's project manager, officers or other relevant persons who will sit on the management committee:	███████████████████████████████
Management Committee (clause 6.8)	
Specify the details, including the contents of the progress report to be submitted to the Customer's project manager:	The details to be provided are: a) the details set out in clause 6.8 of the Customer Contract; b) details of calls logged on a monthly basis; c) Consumption reporting for the previous month; d) Demand forecasting for the upcoming 30 days; e) Details of the Contractor's performance as against the Service Level Agreement, including Service Level reporting, outage status reporting; f) Advanced notification to Customer of any changes to the Service Level Agreement; g) Advanced notification to Customer of any planned downtime; h) Project activity report; i) Confirmation of the Contractor's compliance with routine deletion policies and procedures for Customer Data, State Records and/or Personal Data temporarily transferred overseas; j) Provide details of all suspected and/or alleged security breaches, including any other relevant details for such suspected and/or alleged security breaches required by the Customer; k) Details of any modifications to AWS' Acceptable Use Policy;

[8378022: 28620220_1]

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
	l) Details of upcoming challenges/opportunities; and m) Any other details that the Customer may reasonably request.
Specify any other details:	N/A

Item 17 Performance Review Procedures

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Performance Reviews (clause 6.10)	
Specify if a service and performance review/s of the Contractor's performance of the Customer Contract is to apply:	N/A
Specify any specific time intervals for service and performance reviews:	N/A

Item 18 Site Preparation and Maintenance

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Site Specifications (clause 6.12)	
Specify: • Site location; and • whether a Site Specification is required.	N/A
Access to Customer's Site (clause 7.1(b))	
Specify any other requirements in relation to the Site access:	N/A
Specify any requirements for the preparation and maintenance of the Site:	N/A

Item 19 Implementation Planning Study

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Implementation Planning Study (clauses 6.14 to 6.16)	
Specify if the Contractor must provide an implementation planning study:	N/A
Specify the implementation planning study objectives and time for provision of study:	N/A
Date for delivery of the implementation planning study to the Customer:	N/A
Specify if the implementation planning study need to undergo Acceptance Tests in accordance with clause 10.1(b):	N/A

[8378022: 28620220_1]

Item 20   Project Implementation and Payment Plan (PIPP) and Staged Implementation

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Project Schedule (clause 6.17)	
Invoicing (clause 11.7)	
Specify if a PIPP has been created. If so, identify the document in this Item and attach as an Annex to this General Order Form: E.g. the PIPP is in a document "PIPP v1_1 27/10/11" and Annexure 1 to the Customer Contract.	N/A
Staged Implementation (clause 6.20)	
Specify if there is to be Staged Implementation: If so, details of the Deliverables that comprise each Stage must be stated in the PIPP together with the period during which the Customer must give written notice to move to the next Stage (if greater than 10 Business Days):	N/A

Item 21   Liquidated Damages

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Liquidated Damages (clauses 6.28 to 6.34)	
Specify if Liquidated Damages (LDs) will apply:	No
Specify the Milestones which are LD Obligations:	N/A
Specify the Due Date for completion of each LD Obligation:	N/A
Specify the calculation and amount of LDs for each LD obligation:	N/A
Specify the maximum number of days LDs are to be paid for each LD obligation:	N/A

Item 22   Customer Supplied Items (CSI) and Customer Assistance

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Customer Supplied Items (CSI) (clause 6.36)	
Specify each CSI to be provided by the Customer: CSI may be:	N/A

[8378022: 28620220_1]

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
office access, desks etc (specify location, standards, times of access); Hardware or software (specify equipment, capacity, versions of software and dates of availability); VPN access or other remote access (specify capacity and hours available). [Note: details of any Customer Personnel should be specified in Item 26].	
Specify if any CSI must be covered by support and maintenance contracts including the period of cover, the Contractors rights of access to any third party support help desk, the hours and service levels to which support and maintenance must be available to the Contractor:	N/A
Specify the times when each CSI is to be provided:	N/A
Specify any requirements to attach to any CSI: E.g. any standards that the CSI must meet.	N/A
Specify if the Contractor must conduct any verification checks of CSI's to ensure they are satisfactory:	N/A
If so, specify the verification check process for each CSI: Include: a process to manage satisfactory and unsatisfactory verification checks; a process to manage 'reissued' CSI's: a process to manage repeat CSI verification checks: a process to manage 'draft' or 'incomplete' and 'updated' CSI's; a process to manage rejected CSI's: a process to manage previously satisfactory CSI which becomes defective: a list of required verification check forms and/or registers and a corresponding data entry process: a list of Customer and Contractor nominee/s for responsibility to undertake verification checks:	N/A
Specify any amount payable by the Contractor to the Customer for any item of CSI:	N/A
Customer Assistance (clause 6.41)	

[8378022: 28620220_1]

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify the instructions, information, data, documents, specifications, plans, drawings and other materials that must be provided by the Customer to the Contractor:	N/A

Item 23 Escrow

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Escrow (clause 6.42)	
Specify if an escrow arrangement is required:	No
Specify the parties to the escrow arrangement:	N/A
Specify the time for the escrow arrangement to endure:	N/A

Item 24 Business Contingency Plan

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Business Contingency (clauses 6.45 to 6.47)	
Specify if a Business Contingency Plan is required:	Yes
Specify when the Business Contingency Plan is required:	The Business Contingency Plan (or Business Continuity Plan) is as further detailed in the Module 10 Module Order Form.
Specify any information to be included in the Business Contingency Plan including the business contingency services required and the period of the services:	As further detailed in the Module 10 Module Order Form, and such other information as is requested by the Customer from time to time.
Specify the periods that the Business Contingency Plan must be reviewed, updated by the Contractor:	12 months
Specify the time periods that the Contractor is to test the operability of the Business Contingency Plan:	12 months

[8378022: 28620220_1]

Item 25A Transfer of Records outside NSW - Customer Data

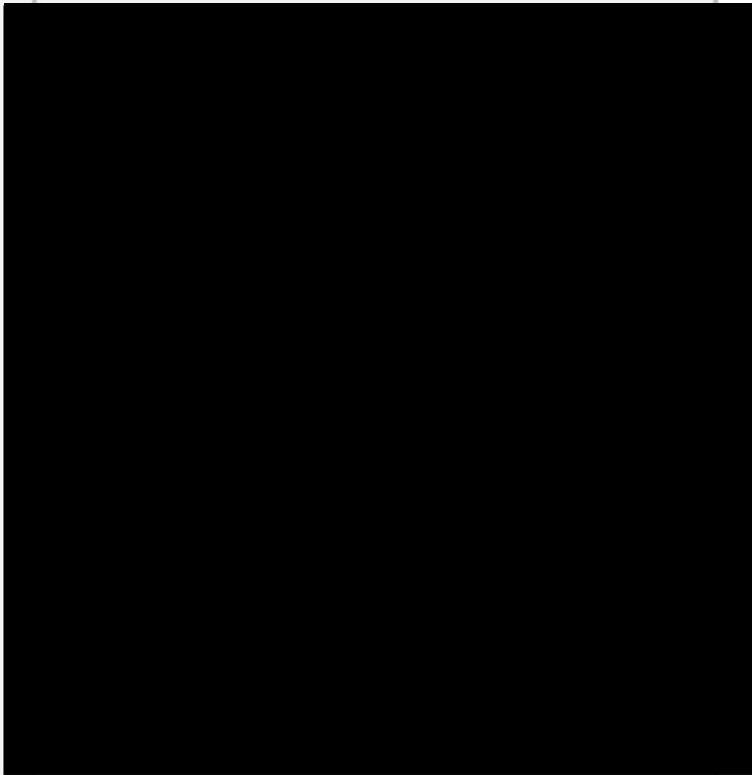| Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Customer Data (clause 7.5)	
Specify whether any State Records will be transferred to the Contractor's possession under the Customer Contract. If yes, Customer to state whether consent is provided to transfer State Records outside the jurisdiction of New South Wales. If consent is granted, Customer to specify: • the jurisdiction(s) for which consent is granted • the conditions on which such consent is granted. [Note: Clause 7.5 of the Customer Contract requires that the Contractor must not transfer, take or send Customer Data which is a State Records without the Customer's prior written consent.]	The Contractor's computing hardware and software used to store, host and process State Records, including production, test and backup environments during the Contract Period (including any extension thereto) must be physically located in New South Wales, Australia. During the Contract Period, the Contractor is permitted to, and the Customer consents to, the Contractor viewing and accessing State Records outside of New South Wales, Australia on a global basis solely to the extent required for the Contractor to provide for maintenance, support and troubleshooting to the Customer in the performance of its obligations under this Customer Contract. During the Contract Period, the Contractor is permitted to, and the Customer consents to, the Contractor temporarily transferring Customer Data outside of New South Wales, Australia from and/or to the following countries: • Member States of the European Union • EEA Member Countries (including Switzerland) • United Kingdom • United States • Canada • New Zealand • Malaysia • Philippines • Israel • Brazil • Japan, and • India, solely to the extent required in order for the Contractor to provide for maintenance, support and troubleshooting to the Customer in the performance of its obligations under this Customer Contract. During the Management Committee meetings, Contractor must confirm its deletion policies and procedures for data temporarily transferred overseas have been operating without issue.

Item 25B Transfer of Records outside NSW – Personal Information

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Privacy (clause 15)	

[8378022: 28620220_1]

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Customer to specify whether consent is provided to transfer Personal Information outside the jurisdiction of New South Wales. If consent is granted, Customer to specify: • the jurisdiction(s) for which consent is granted • the conditions on which such consent is granted. [Note: Clause 15.1(h) of the Customer Contract requires that the Contractor must not transfer, take or send Customer Data which is a State Records without the Customer's prior written consent.]	The Contractor's computing hardware and software used to store, host and process Personal Data, including production, test and backup environments during the Contract Period (including any extension thereto) must be physically located in New South Wales, Australia. During the Contract Period, the Contractor is permitted to, and the Customer consents to, the Contractor viewing and accessing Personal Data outside of New South Wales, Australia on a global basis solely to the extent required for the Contractor to provide for maintenance, support and troubleshooting to the Customer in the performance of its obligations under this Customer Contract. During the Contract Period, the Contractor is permitted to, and the Customer consents to, the Contractor temporarily transferring Customer Data outside of New South Wales, Australia from and/or to the following countries: • Member States of the European Union • EEA Member Countries (including Switzerland) • United Kingdom • United States • Canada • New Zealand • Malaysia • Philippines • Israel • Brazil • Japan, and • India solely to the extent required in order for the Contractor to provide for maintenance, support and troubleshooting to the Customer in the performance of its obligations under this Customer Contract. During the Management Committee meetings, Contractor must confirm its deletion policies and procedures for data temporarily transferred overseas have been operating without issue.

Item 25 Secrecy and Security

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Access to Customer's Site (clause 7.11)	

[8378022: 28620220_1]

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify any secrecy or security requirements that the Contractor and its Personnel must comply with: E.g. insert a reference to any document that includes a security requirement.	███████████████████████
Timeframes for response to a Security Issue	

Specify whether Customer agrees to any alternate timeframe for:
 	
• Notification of actual, alleged or suspected security breach (clause 7.12(a))
 	
[Note: default is immediate notification]
 	
• Investigation of Security Issue (clause 7.12(b))
 	
[Note: default is within 48 hours from notification]
 	
• Remedy the Security Breach (clause 7.12(c).
 	
[Note: the default is within 24 hours from conclusion of investigation].
 	
Any alternate timeframes agreed to in this General Order Form must:
 	
    • be approved by the Customer's Chief Information Officer; and
 	
    • comply with the NSW Government Digital Information Security Policy, NSW Government Information Security Event Reporting Protocol, NSW Government Cloud Policy and all other applicable NSW Government policies;
	The default timeframes apply to all actual Security Issues.
	
	In relation to any suspected or alleged Security Issue which is not an actual Security Issue, the Contractor will provide the Customer with written notice of such Security Issues in the Management Committee meeting, including by providing all relevant details of such suspected and/or alleged security breaches.
	
	For clarity, the Contractor must immediately notify the Customer of any suspected or alleged Security Issue which becomes an actual Security Issue and must comply with its obligations under clause 7.12 in respect of such Security Issue.
	
	The Contractor must otherwise always comply with its relevant Security Measures as outlined in the Module 10 Module Order Form.

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
• comply with applicable security standards; and • comply with the Customer's Information Security Management System and other Customer security and policy requirements.	

Item 26 Customer's Personnel

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Personnel General (clause 8.5)	
Specify the Customer's Personnel who will be available to work with the Contractor and their roles and responsibilities: Also specify the times and duration of their involvement as well as their authority levels:	N/A

Item 27 Specified Personnel

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specified Personnel (clause 8.8)	
Specify the identity and roles and responsibilities of any of the Contractor's Specified Personnel:	N/A

Item 28 Subcontractors

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Agents and Subcontractors (clause 8.17)	
Specify which subcontractors are required to provide a Statutory Declaration - Subcontractor, substantially in the form of Schedule 7:	N/A

Item 29 Quality Standard Accreditation

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contractor Warranties (clause 9.1(h))	
Specify any quality standard accreditation arrangements the Contractor must hold during the Contract Period:	N/A

[8378022: 28620220_1]

Item 30 Contractor's Compliance with Standards, Codes and Laws

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Contractor Warranties (clause 9.1(g))	
Specify any laws (other than Statutory Requirements) the Contractor is to comply with:	(a) *State Records Act 1993 (NSW);* (b) *Privacy Act 1988 (Cth) and/or Privacy and Personal Information Protection Act 1998 (NSW), as applicable;* (c) *Telecommunications Act 1997 (Cth); and* (d) *Government Information (Public Access) Act 2009 (NSW).*
Specify any codes, policies, guidelines or standards the Contractor is to comply with:	Any telecommunications, technical or radiocommunications standards published by the ACMA from time to time and any codes, policies, guidelines or standards referred to in Item 25 of this Schedule 1: General Order Form.

Item 31 Customer's Compliance with Standards, Codes and Laws

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Customer Warranties (clause 9.4(h))	
Specify any laws (other than Statutory Requirements) the Customer is to comply with:	N/A
Specify any codes, policies, guidelines or standards the Customer is to comply with:	N/A

Item 32 Acceptance Testing

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Part 3 Dictionary (clauses 1.2 to 1.5)	
Acceptance Test Notification Period is the period from the end of the Acceptance Test Period, within which the Customer must provide to the Contractor written notice of the result of the Acceptance Test. Specify this period: If no period is specified, the period is 2 Business Days:	N/A
Acceptance Test Data is the data that is provided by the Customer, and agreed by the Contractor that reflects the data the Customer will use in the Deliverable, that is to be used for Acceptance Testing. Specify the Acceptance Test Data:	N/A
Acceptance Test Period is the period for the performance of any Acceptance Tests for any Deliverable. Specify this period:	N/A

[8378022: 28620220_1]

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
If no period is specified, the period is 10 Business Days from the date of delivery of the Deliverable to the Customer.	
Acceptance (clause 10.1)	
For each Deliverable, specify whether each Deliverable is to undergo Acceptance Testing: If not, the Deliverable will be Accepted under clause 10.1(a)	N/A
If a Deliverable is not to undergo Acceptance Tests, specify the period required following delivery of the Deliverable as required by the Order Documents when the Actual Acceptance Date for a Deliverable occurs: If no period is specified, then the period is 2 Business Days.	N/A
Conducting Acceptance Tests (clause 10.3)	
For each Deliverable that is to undergo Acceptance Tests, specify details of the Acceptance Testing requirements:	N/A
Specify the identification of the Deliverables or part of the Deliverables to be tested:	N/A
Specify the allocation of each Party's responsibilities in relation to testing, including the Party responsible for conducting the Acceptance Tests:	N/A
Specify which Party is to provide the test environment, including hardware, software, power, consumables and other resources and when the environment and resources must be ready for use:	N/A
Specify the methodology and process for conducting Acceptance Tests:	N/A
Specify the scheduling of Acceptance Tests including the Acceptance Test Period and the Acceptance Test Notification Period:	N/A
Specify the Acceptance Criteria used to test whether the Deliverable meets the Contract Specification and other requirements of the Customer Contract:	N/A
Specify the Acceptance Test Data required:	N/A
If an Acceptance Test document has been created that addresses the above points it can be attached to the General Order Form by identifying the document here:	N/A

[8378022: 28620220_1]

Item 33 Credit/Debit Card

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Payment (clause 11.3)	
Specify any credit/ debit card or electronic facility that the Customer may use to pay the Contractor:	N/A
Specify any fee that is applicable for payment by credit/debit card	N/A

Item 34 Intellectual Property

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Existing Material (clauses 13.7, 13.9 and 13.10)	
Specify any terms and condition applicable for granting a licence for Existing Material owned by a third party:	Not applicable
If a perpetual and irrevocable licence to use certain Existing Material cannot be provided (for example because it is licensed under subscription for a defined period), specify: • the duration of the licence to use that Existing Material and/or • the terms on which the licence may be revoked.	A licence to the Existing Material and New Material is granted to the Customer for the Contract Period.
Specify any fees to be charged for any licence to use any of Contractor's Existing Materials:	Nil.
Customer Owned New Material (clause 13.11)	
Specify whether clause 13.11 applies ie. whether the Customer owns any New Material. If so, specify: • which items of New Material are Customer Owned New Material; and • whether the Contractor is granted any licence by the Customer to use the Customer Owned New Material, and if so, what licence terms apply to the Contractor's use of the Customer Owned New Material. If clause 13.11 does not apply, state "Not applicable".	Clause 13.11 does not apply.

[8378022: 28620220_1]

Item 35 Confidentiality

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Confidentiality (clause 14.4)	
Specify if the Contractor must arrange for its Subcontractors to execute a Deed of Confidentiality substantially in the form of Schedule 8- Deed of Confidentiality:	N/A

Item 36 Insurance Requirements

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Insurance (clause 16.7)	
Level of indemnity of public liability insurance in respect of each claim for the period of cover. The default requirement in the Customer Contract is $10,000,000 [Only specify if a higher limit of cover that is required by the Customer Contract:]	$10,000,000
Level of indemnity of product liability insurance for the total aggregate liability for all claims for the period of cover. The default requirement in the Customer Contract is $10,000,000 [Only specify if any higher limit of cover that is required by the Customer Contract:]	$10,000,000
If Services are being provided under the Customer Contract the default level of indemnity of professional indemnity insurance for the total aggregate liability for all claims for the period of cover is $1,000,000 [Only specify is a higher limit that is required by the Customer Contract:]	$10,000,000
Specify any additional insurance that the Contractor is to hold, including the type of insurance, the term of the insurance and the amount of the insurance:	Worker's Compensation insurance in accordance with applicable laws.

Item 37 Performance Guarantee

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Performance Guarantee (clause 17.2)	
Specify if the Contractor must arrange for a guarantor to enter into a Performance Guarantee:	N/A
Specify the date by which the Performance Guarantee must be provided to the Customer. If no date is specified the Contractor must provide the Performance	N/A

[8378022: 28620220_1]

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Guarantee to the Customer within 30 days of the Commencement Date.	

Item 38 Financial Security

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Financial Security (clause 17.4)	
Specify if the Contractor must provide a Financial Security: If so, specify the amount of the Financial Security:	N/A
Specify the date by which the Financial Security must be provided to the Customer: If no date is specified, the Contractor must provide the Financial Security within 14 days of the Commencement Date.	N/A

[8378022: 28620220_1]

Item 39 Limitation of Liability

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Limitation of Liability (clause 18)	
If the Parties cannot agree the amount that is legally payable under the Customer Contract for the: • Non-Recurring Service or Product; and/or • Short Term Recurring Service (as applicable) insert the amount that the Parties agree is the best estimate of the Contract Value for the relevant item (the Estimated Contract Price). Note: It may be necessary to separately identity the amounts payable under a single Customer Contract into separate amounts that are attributable to each of the different types of Product/ Service. **(See the definition of Contract Value in Part 3)**	The Service supplied under this Customer Contract is a Recurring Service.
If Services are being provided under any of the following Modules: • Module 6 – Contractor Services; • Module 7 – Professional Services; or • Module 8 – Training Services, specify whether the Parties regard the relevant Services as being: • the supply of a service of the same type on a periodic basis, and so are to be classified as Recurring Services for the purpose of the limitation of liability; or • provided in respect of a specific project where the Contractor has been engaged by a Customer to produce, create or deliver a specified outcome or solution that may be subject to Acceptance Testing, in which case the Services are to be classified as Non-Recurring Services for the purpose of the limitation of liability. **(See definition of Non-Recurring Services and Recurring Services in Part 3)**	Not Applicable.

[8378022: 28620220_1]

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify the alternative cap of liability (clause 18.3):	Not applicable

Item 40 Performance Management Reports

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Reporting (clause 21.1)	
Specify the reports required, (if any), the time for provision and the agreed format:	N/A

Item 40A Audit

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Alternative Audit Mechanism (clause 23.11)	
If the default audit provisions of clause 23.5-23.8 are to apply, state "Not Applicable". If an alternative audit mechanism is agreed by the Customer and Contractor, specify the terms of such alternate audit including the Contractor's obligations to be audited. Note: Any alternate audit mechanism must address compliance with the Contractor's Customer Data, security and privacy obligations and such other obligations required by the Customer and reasonably agreed by the Contractor.	Not Applicable.

Item 41 Dispute Resolution

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Dispute Resolution (clause 24)	
Specify the threshold amount in AU$ for issues to be resolved by expert determination under clauses 24.7-24.8.	The Parties agree that the expert determination method of dispute resolution set out in clauses 24.6 – 24.9 will not apply to any dispute between the Parties regardless of the value of the claim.
Specify type of issue/s not to be determined by expert determination under clauses 24.7 to 24.8.	The Parties agree that the expert determination method of dispute resolution set out in clauses 24.6 – 24.9 will not apply to any dispute between the Parties regardless of the value of the claim.

Item 42 Termination for Convenience

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Termination for Convenience by the Customer (clause 25.4)	

[8378022: 28620220_1]

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify whether an amount is payable under clause 25.4(b) if the Customer exercises its right of termination for convenience under clause 25.3, and if so, specify that amount:	Without limiting Customer's rights and remedies under this Customer Contract or otherwise, all pre-paid fees are non-cancellable and non-refundable in the event of Customer electing to terminate for convenience under clause 24.3. Customer will owe amounts for Services properly rendered, performed, delivered, or otherwise up and until the date of such termination.

Item 43 Additional Conditions

Details to be included from the Customer Contract	Order Details agreed by the Contractor and the Customer
Specify any Additional Conditions: Note: where the Customer Contract is made under a Head Agreement the Customer must obtain the consent of the Contract Authority and the Secretary of the New South Wales Department of Customer Service where an Additional Condition varies any term or condition of the Procure IT Framework including a Protected Clause.	The Additional Conditions are as set out in Attachment 1 to this General Order Form.

This General Order Form is part of the Customer Contract and incorporates all Parts, terms and conditions and other documents listed in clause 3.8 as if repeated in full in this General Order Form.

[8378022: 28620220_1]

SIGNED AS AN AGREEMENT

Signed for and on behalf of [*insert name of Customer*]

Crown in right of the State of NSW acting through the Department of Customer Service (ABN 81 913 830 179)

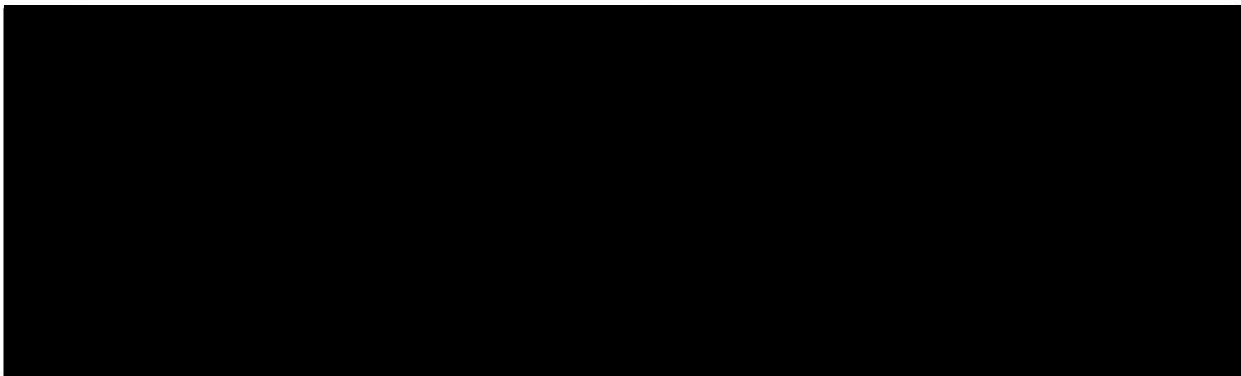By [*insert name of Customer's Representative*] but not so as to incur personal liability

███████████████████████████

Print name
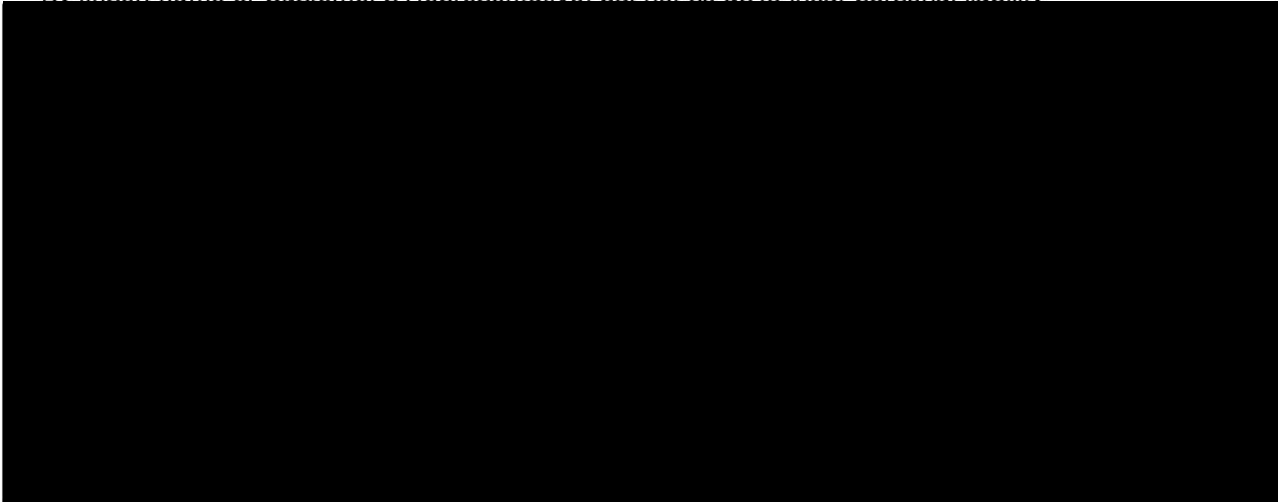
22/01/2021	22/01/2021

Date | **Date**

Signed by **Genesys Laboratories Australasia Pty Ltd (ABN 80 077 375 887)** in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by:

███████████████████████████

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Attachment 1 Additional Conditions

1. Optional Ramp Period Extension

1.1 If the Contractor has not fully and properly performed its obligations under the Core& One for Professional Services between the Customer and the Contractor dated 18 December 2020 (**Core& Contract**) by the end of the Ramp Period (as defined in Box 1 of Module 10), the Ramp Period will be extended until such time that the Parties agree in writing that the Contractor has fully and properly performed its obligations under the Core& Contract (in which case the end of the Ramp Period will be the date such written agreement is made by the Parties for the purposes of Item 14 of this Schedule 1 (General Order Form) and Box 1 of the Module 10 Module Order Form).

1.2 For clarity, notwithstanding anything to the contrary in this Customer Contract, the Customer will not be required to pay the Price for the Services set out in Genesys Service Order No 2020-6826270 (being $2,702,180 for Years 2, 3 and 4 of the Contract Period as further described in Item 14 of this Schedule 1 (General Order Form)) until the Parties have agreed in writing that the Ramp Period has ended.

1.3 During any extension to the Ramp Period in accordance with clause 1.1 of this Additional Condition 1 the Parties will work together in good faith to ensure that the Ramp Period is completed as soon as possible.

2. Service Recipients

2.1 In this Additional Condition 2, Service Recipient means:

(a) Transport for NSW;

(b) Revenue NSW;

(c) Service NSW; and

(d) any other Government Agency, Government business enterprise or Eligible non-Government Body notified to the Contractor from time to time.

2.2 The Contractor acknowledges and agrees that:

(a) the Customer is entering into this Customer Contract in its own right and as trustee for each Service Recipient;

(b) any obligation on the Contractor under this Customer Contract to perform an act or supply any Product, Service or Deliverable is an obligation to perform that act or supply that Product, Service or Deliverable for the benefit of the Customer and any and all Service Recipients, as required by the Customer from time to time;

(c) the rights and benefits granted to the Customer under this Customer Contract (including under clause 13) apply to the Customer and any and all Service Recipients as if they were parties to the Customer Contract;

(d) any obligation of the Customer under this Customer Contract may be performed by the Customer or any of the Service Recipients;

(e) any claims arising out of or relating to this Customer Contract must be made against the Customer and not against a Service Recipient; and

[8378022: 28620220_1]

(f)   any loss, damage or expense suffered by a Service Recipient arising from a breach of this Customer Contract or any other act or of the Contractor is deemed to be the loss, damage or expense of the Customer.

2.3   The Contractor must not do (including by omission), and must ensure that its Personnel do not do (including by omission), anything that is likely to or could (in the Customer's reasonable opinion) adversely impact the reputation of the Customer, a Service Recipient or any of their respective Personnel.

2.4   For clarity, the Contractor acknowledges and agrees that, notwithstanding any other provision of this Customer Contract, the Customer and each Service Recipient is a Permitted User for the purposes of Module 10 of this Customer Contract.
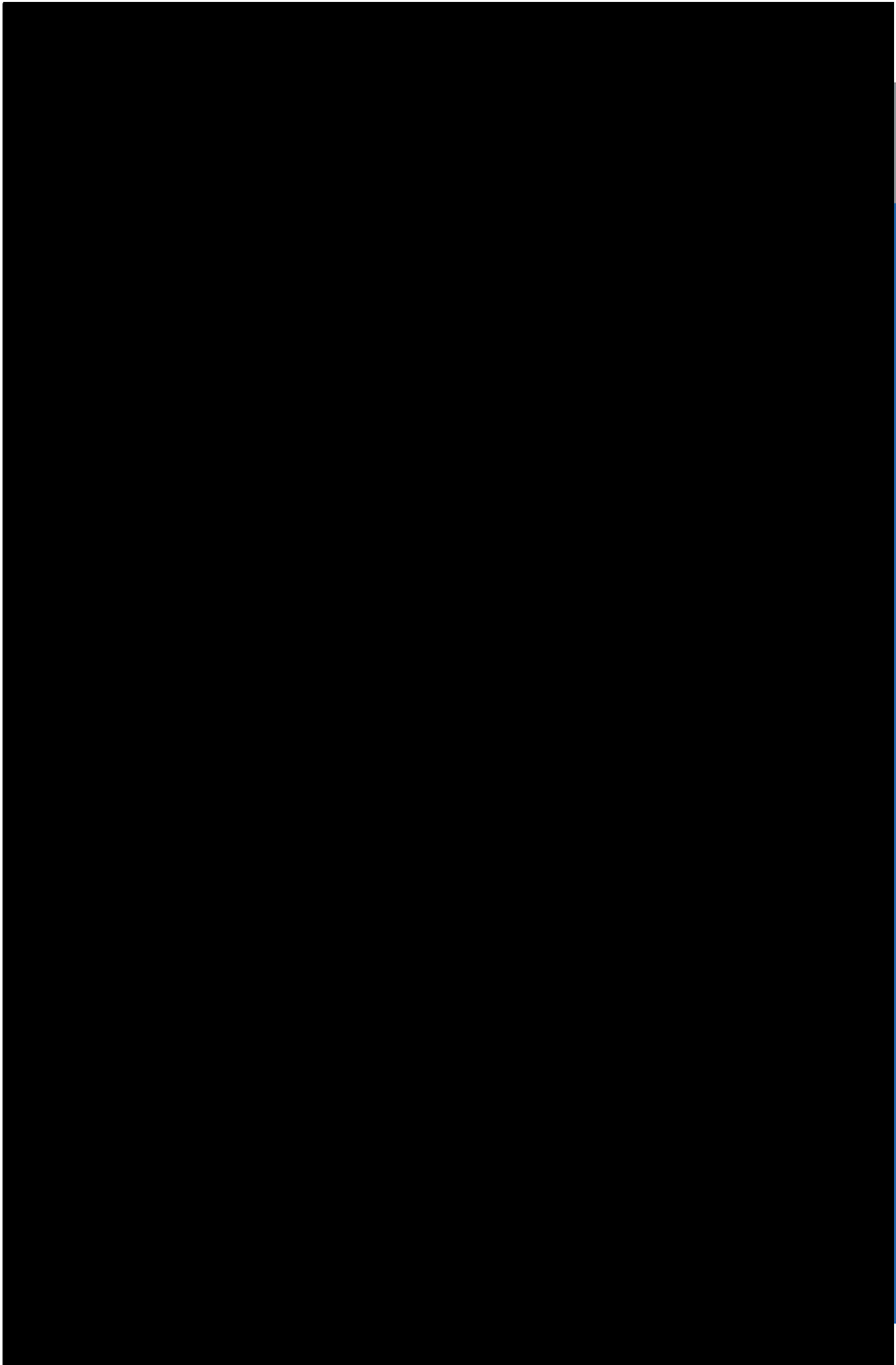
3.   COVID-19 Pandemic

3.1   Notwithstanding anything to the contrary in the Customer Contract, the Parties acknowledge the existence, and impact, of the COVID-19 Pandemic as at the Commencement Date and agree that the COVID-19 Pandemic is not, and will not be considered in the future to be, a Force Majeure Event (or similar). The Parties acknowledge and agree that in the event that, following the Commencement Date, the COVID-19 Pandemic worsens such that it materially affects the ability of either Party to perform its obligations under the Customer Contract, the Parties will work together in good faith to address the situation and determine an approach to allow each party to continue to perform their respective obligations under the Customer Contract.
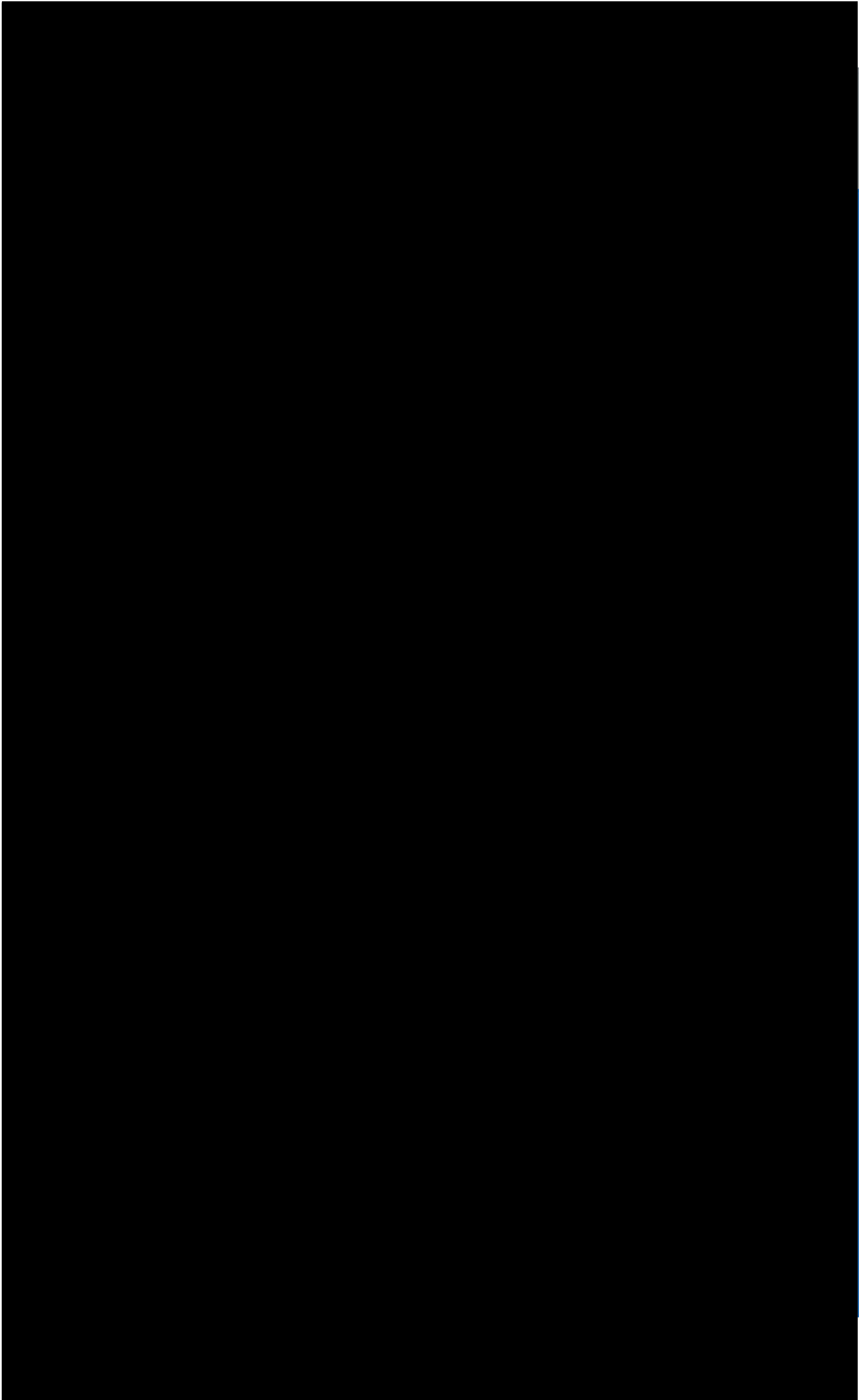
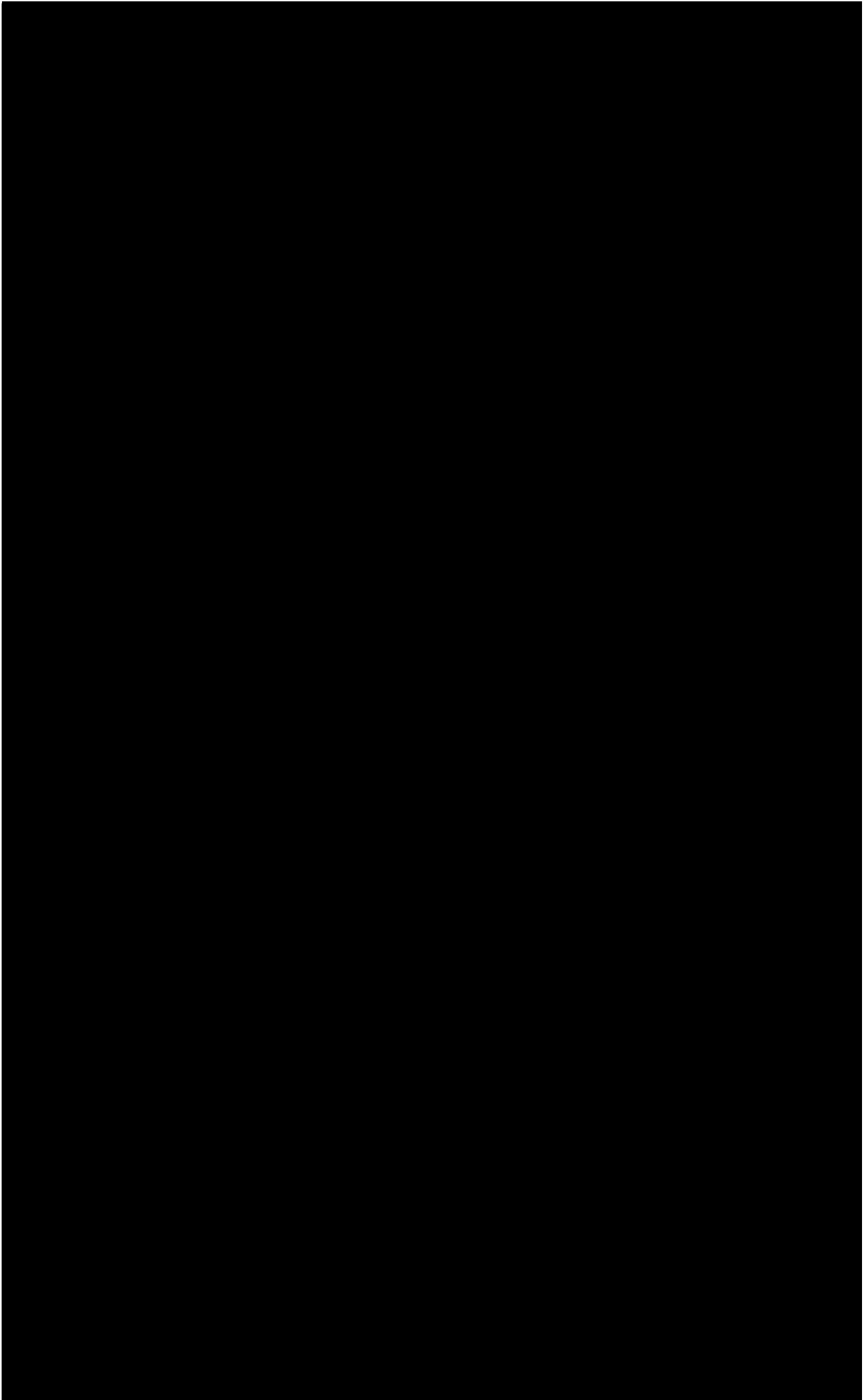3.2   In this Additional Condition 3:

COVID-19 Pandemic means the pandemic declared by the World Health Organisation on 11 March 2020 in respect of the Coronavirus Disease 2019 (COVID-19).

Schedule 2 : Agreement Documents

Itemise all documentation (including any supplemental terms and conditions agreed to by the Customer, accepted tenders, offers or quotes from the Contractor, and any letter of acceptance or award issued by the Customer) between the Customer and the Contractor. All such documentation must be itemised in this Schedule 2 and listed below in descending date order (i.e. the latest document is listed first.)

[8378022: 28620220_1]

[8378022: 28620220_1]

Change Request Form

CHANGE REQUEST BRIEF DETAILS

Change Request Number		*Insert Change Request Number (supplied by the Customer)*
Date of Change Request		*Insert date of draft Change Request*
Originator of need for Change Request		*Customer or Contractor*
Proposed Implementation Date of Change		*Insert proposed date of implementation*
Date of expiry of validity of Change Request		*Insert validity expiry date. The Change Request is invalid after this date.*
Contractor's estimated time and cost of evaluation		*Insert estimated time and cost of evaluation*
Amount agreed to be paid to the Contractor for evaluating the draft Change Request, if any **(This applies only if the Customer is the Party that originated the need for a Change Request; and the Contractor estimates the cost of evaluating and drafting the Change Request exceeds 2 Business Days)**		*Insert amount to be paid to the Contractor for evaluating the draft Change Request*

CHANGE REQUEST HISTORY LOG

Change Request Version History			
Date	**Issue Version**	**Status/Reason for New Issue**	**Author**
Insert date	*Insert version*	*Insert status/reason*	*Insert author*

DETAILS OF CHANGE REQUEST

Summary

[Insert a summary of the changes, if required]

SCOPE

[Insert changes to the scope of Products to be provided and/or any Services, including any extensions to the Contract Period.]

[8378022: 28620220_1]

EFFECT OF CHANGE ON CONTRACT SPECIFICATION

[Insert any changes to the Contract Specification]

EFFECT OF CHANGE ON PROJECT TIMETABLE

[Insert changes to the project timetable]

New PIPP (annexed)

[Annex new PIPP if required]

EFFECT OF CHANGE ON CHARGES AND TIMING OF PAYMENT

[Insert new charges and the timing of payment into the new PIPP]

CHANGES TO CSI

[Insert any changes to the CSI]

CHANGES TO CUSTOMER PERSONNEL

[Insert any changes to the Customer's Personnel]

CHANGES TO CUSTOMER ASSISTANCE

[Insert any changes to the Customer's Assistance]

PLAN FOR IMPLEMENTING THE CHANGE

[insert the plan for implementing the change – if any.]

THE RESPONSIBILITIES OF THE PARTIES FOR IMPLEMENTING THE CHANGE

[Insert the responsibilities of the respective Parties for implementing the change – if any.]

Responsibilities of the Contractor

[Insert the responsibilities of the Contractor for implementing the change – if any.]

Responsibilities of the Customer

[insert the responsibilities of the Customer for implementing the change – if any.]

EFFECT ON ACCEPTANCE TESTING OF ANY DELIVERABLE

[Insert if there will be any effect on the Acceptance Testing of any Deliverable – or alternatively insert None.]

EFFECT OF CHANGE ON PERFORMANCE OF ANY DELIVERABLE

[Insert if there will be any effect on performance of any Deliverable – or alternatively insert None.]

EFFECT ON USERS OF THE SYSTEM/SOLUTION

[Insert if there will be any effect on users of the system/solution – or alternatively insert None.]

[8378022: 28620220_1]

EFFECT OF CHANGE ON DOCUMENTATION DELIVERABLES

Changes will be required to the following documents:

[Add any other documents which may be affected.]

EFFECT ON TRAINING

Insert if there will an effect on training or alternatively insert None.]

ANY OTHER MATTERS WHICH THE PARTIES CONSIDER IMPORTANT

[insert if there are any other matters.]

ASSUMPTIONS

The plan for implementing the changes outlined in this Change Request is based on the assumptions listed below:

[Insert any assumptions. If none then this section will be deleted].

If the assumptions are or become untrue, the Parties will address the effect of this through a subsequent Change Request.

LIST OF DOCUMENTS THAT FORM PART OF THIS CHANGE REQUEST

[Insert a list of the documents that form part of this Change Request]

CUSTOMER CONTRACT CLAUSES, SCHEDULES AFFECTED BY THE PROPOSAL ARE AS FOLLOWS:

[Insert amendments to clauses in the Customer Contract, relevant Schedules including Service Level Agreement]

Note that variations to any of the terms and conditions of the Procure IT Framework including the Protected Clauses require the Customer to obtain the prior written approval of the Contract Authority and the Secretary, New South Wales Department of Customer Service approval in accordance with directions and policies issued by the Board from time to time. (clause 26.2))

AUTHORISATION

The Contractor must not commence work on the Change Request until is signed by both Parties. Once signed by both Parties, the Customer Contract is updated by this Change Request and any provisions of the Customer Contract that conflict with this Change Request are superseded.

SIGNED AS AN AGREEMENT

Signed for and on behalf of [insert name of Customer]

By *[insert name of Customer's Representative]* but not so as to incur personal liability

Signature of Customer Representative

Print name

Date

Signed for and on behalf of *[insert Contractor's name and ACN/ABN]*

Signature of Authorised Signatory

Print name

Date

[8378022: 28620220_1]

Schedule 5: Escrow Deed

Not used

[8378022: 28620220_1]

Schedule 6: Deed Poll – Approved Agents

Not used

[8378022: 28620220_1]

Schedule 7: Statutory Declaration – Subcontractor

Not used

[8378022: 28620220_1]

Schedule 8: Deed of Confidentiality

Not used

[8378022: 28620220_1]

Schedule 9: Performance Guarantee

Not used

[8378022: 28620220_1]

Schedule 10: Financial Security

Not used

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Schedule 11: Dispute Resolution Procedures

Not used

PROCURE IT VERSION 3.2

MODULE ORDER FORM

MODULE 10 – AS A SERVICE

Box 1 Services

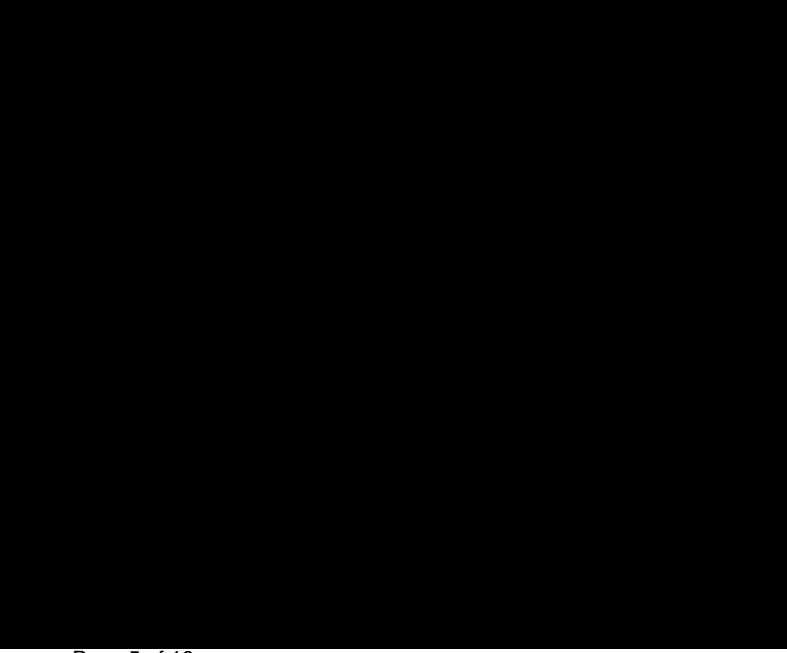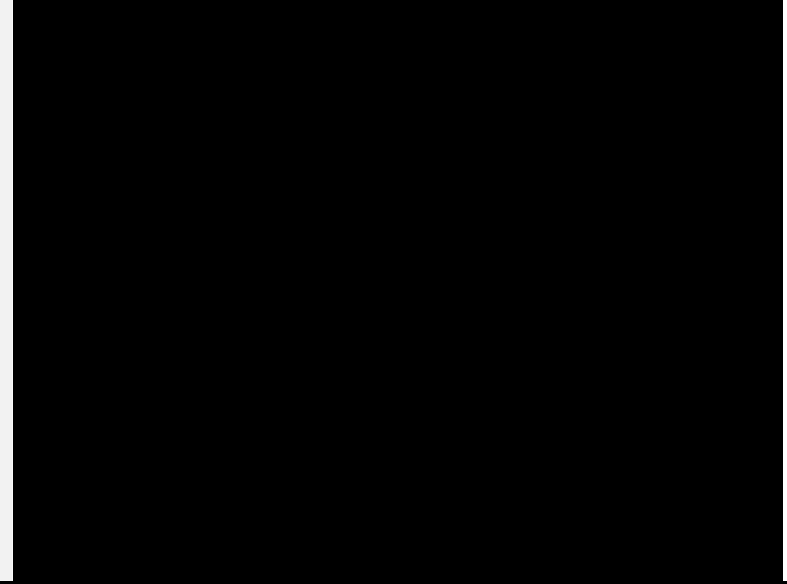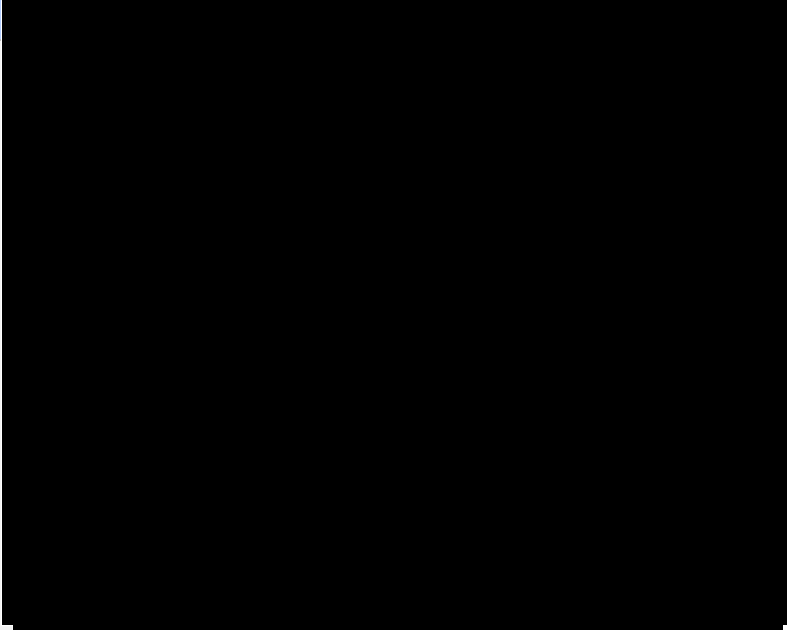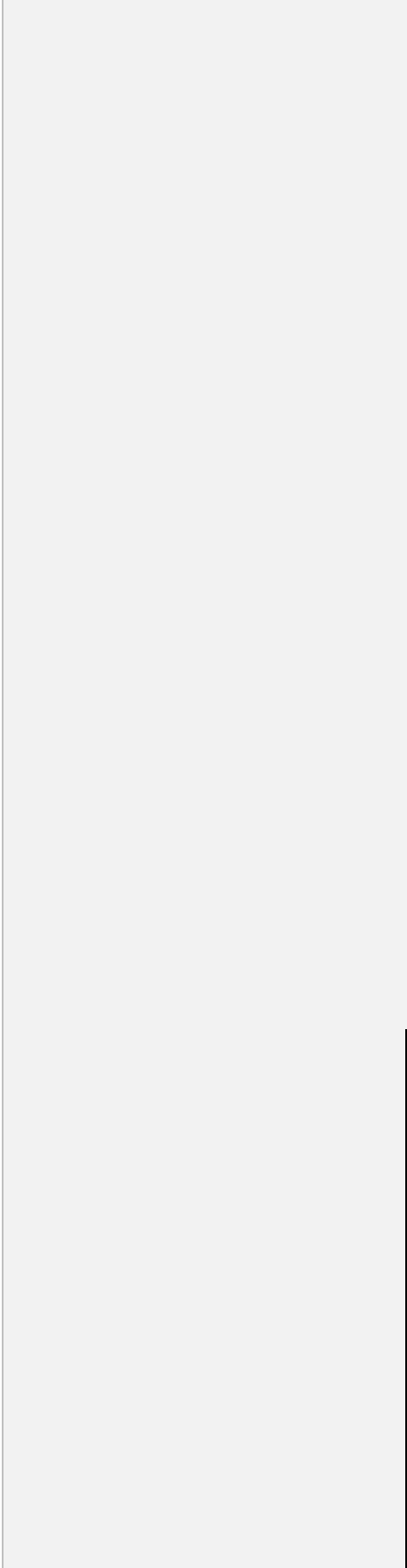| Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Contract Period (clause 2.1)	
Specify the Services Commencement Date, and, if applicable, the period of time for which the Services will be provided	The Services Commencement Date is the Commencement Date set out in Item 10 (Contract Period) of Schedule 1 (General Order Form). The Services will be provided for the Contract Period.
	For the Services referred to in Agreement Document 2: Genesys Service Order ("SO") 2020-6826270, the Contract Period includes a Ramp Period (defined below) followed by an Initial Term of 36 months. Per Item 10 of Schedule 1 (General Order Form), the Customer has an option to renew the Contract Period for another 12 months ("Renewal Term").
	In respect of any Renewal Term, if the Contractor's costs in providing the Services increase such that the Price payable by the Customer at the end of the Contract Period is not the same as the price payable by similar customers of the Contractor for the same services as the Service, the Contractor may increase the Price for the Services to be provided during the Renewal Term provided that:
	(a) such increase is equivalent to no more than 5% of the then current Price payable by the Customer for the Services; and
	(b) the Contractor provides the Customer with written notice of the increased Price for the Renewal Term at least 60 days prior to the end of the Contract Period together with sufficient information to enable the Customer to verify the Contractor's justification for the increase.
	The Parties must negotiate in good faith any increase in the Price for the Renewal Term in advance of the commencement of the Renewal Term.
	If the Customer does not agree to the increased Price, the Customer may elect to not extend the Contract Period in its absolute and sole discretion.
	For the Services referred to in Agreement Document 3: Genesys Service Order (SO#) 2020-6826279 (being the extension of the 150 GC3 users that is currently used by the Customer) the Contract Period is 12 months from the Commencement Date.
Service definition (clause 2.3)	

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Describe the Service to be provided, ie:	The Contractor must provide the 'Genesys Cloud Solution', as further described in:
a. Infrastructure as a Service;	(a) Agreement Document 1: Solution Requirements (which Solution Requirements are incorporated by reference into this Box 1 as if set out in full herein);
b. Platform as a Service;	(b) the Contract Specifications;
c. Software as a Service; and	(c) Agreement Document 2: Genesys Services Order (SO#) 2020-6826270;
d. any Management Services (unless subject to a separate module), eg	(d) Agreement Document 3: Genesys Service Order (SO#) 2020-6826279; and
– implementation	(e) Attachment 1 to this Module Order Form.
– user training	To the extent that there is any conflict between any of the above documents the conflict shall be resolved by giving priority to the documents in the order in which they appear in this Box 1 (with an item higher in the list having priority over a lower item).At the Commencement Date, Customer will start its migration to Genesys Cloud for the purposes of the Services described in Agreement Document 2: Genesys Service Order (SO#) 2020-6826270. The migration to Genesys Cloud will take place over a period of 12 months from the Commencement Date, or until the date on which 90% or more of the minimum agent commitment (being 2000 agents) has been migrated from the Customer's existing on-premise solution to Genesys Cloud, whichever is the earlier ("**Ramp Period**").
– support services	
– ongoing system administration	
– monitoring and performance management	
– backup and recovery services.	
The Service Definition should include the strategy for the delivery of the Services that is appropriate for the Customer's needs and its user population, such as:	
a. identification of the Services to be performed;	Per Item 14 of Schedule 1 (General Order Form), the Price for Genesys Cloud or the Services described in Agreement Document 2: Genesys Service Order (SO#) 2020-6826270 will not be payable until the end of the Ramp Period.
b. identification of Client Contracts and Third Party Contracts and how they are to be managed;	During the Ramp Period, the Customer will benefit from "No Double Billing" if Customer's Genesys maintenance for its current on-premise solution is current at the time of placing the cloud order and continues to be current during the Ramp Period.
c. a mechanism to determine when Transition In Services are complete and the Services can commence; and	1. If maintenance of the on-premise solution is due before the end Ramp Period, and before 90% of agents on that platform have been migrated, then Customer will need to renew their maintenance. If Customer needs to renew maintenance for its on-premise solution, Genesys will offer renewal terms of either six (6) months or twelve (12) months. Any other maintenance period duration must be agreed to between the parties.
d. implementation of the Services, and	
Note: Module 10 expects that the Parties will enter into a Service Level Agreement.	
Specify any **Support Services** that are additional to the As a Service and may include, but are not limited to, implementation, user training and ongoing system administration, monitoring and performance management, backup and recovery services.	2. If at the end of the Ramp Period, there is unused maintenance for agents who have

[8378022: 28624141_1]

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
	moved to the cloud, then Contractor must apply the unused maintenance amount as a credit towards the cloud subscription moving forward; and 3. If at any point during the Ramp Period the Customer migrates 90% or more of the minimum agent commitment, then the Ramp Period will end, and Initial Term shall commence. **Volume Requirements** In addition to the requirements set out in the documents referred to above: (a) the Genesys Cloud Solution must be able to process, and the Customer must be able to receive, at least 80,000 calls per day; and (b) the predictive engagement tool provided by the Contractor as part of the Genesys Cloud Solution must be able to process every request from the nsw.gov.au website in relation to whether the chat feature should be displayed to the end user at that time, without the quality, integrity or security of the Genesys Cloud Solution being impacted.
Training Services (clause 10.3)	
Specify whether the Contractor will provide any training services associated with the Service. If yes, specify the time when training services will be provided.	The Contractor must provide the Customer with 10 Genesys University Training Subscriptions (being the PureCloud Learning Subscription referred to in Agreement Document 1: Genesys Services Order 2020-6826270) at no charge. The Genesys University Training Subscription must provide a single named individual access to attend an unlimited number of Genesys University courses defined within the subscription set out below within a 12-month period, beginning on the Commencement Date. Genesys University Training Subscriptions are non-transferable. The subscription may be extended by the Parties for a further period of 12 months but only if extended prior to the expiry of the first year's subscription and agreement by the Parties in relation to the Price for such additional subscription. A learning subscription is an individual, one-year subscription package that includes access to all, new and existing content and certification exams. It is ideal for any customer or partner with users that are responsible for the business and/or technical aspects of their Genesys technology, such as contact center management, system administration, or integration.

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
	Details on all available courses can be found here: https://beyond.genesys.com/explore/subscription/genesys-cloud-learning-subscription
Documentation (clause 10.4)	
Specify any Contractor documents, in addition to User Documentation, to substantiate the Contractor's compliance with its privacy, security and business continuity commitments.	As set out in: (a) the Genesys Cloud Schedule in Attachment 1 to this Module Order Form; (b) Agreement Document 2: Genesys Service Order 2020-6826270; and (c) Agreement Document 3: Genesys Service Order 2020-6826279.
Pricing	
Specify whether the Service is for a fixed Price or on a subscription basis. If for a fixed Price, set out the pricing for the Service. If on a subscription basis, specify how payment is made (eg monthly, yearly, etc). Specify the Price of any training services. (clause 10.3)	The Price for the Service is payable on a subscription basis, as specified in Item 11 and Item 14 of Schedule 1: General Order Form. For SO# 2020-6826270, the pricing offered is based on a 3 years commitment during the Initial Term with a minimum agent commitment of 2000 named agents for the Initial Term During the Initial Term, DCS will benefit from a price hold on the agent fees and is permitted to re-baseline (upwards only) its minimum agent commitment prior to the commencement of the following year upon 30 days' written notice before of the end of current year. The discount outlined in the Pricing Table below for the corresponding tier of the revised minimum agent commitment will be applied from the following year onwards.

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Details to be included from Module 10	Order Details agreed by the Contractor and the

[8378022: 28624141_1]

Details to be included from Module 10	
Approved Purpose (clauses 1.2 and 7.1(b))	
Specify the purpose for which the Customer and Permitted Users shall use the Service.	

Box 2 Transition In

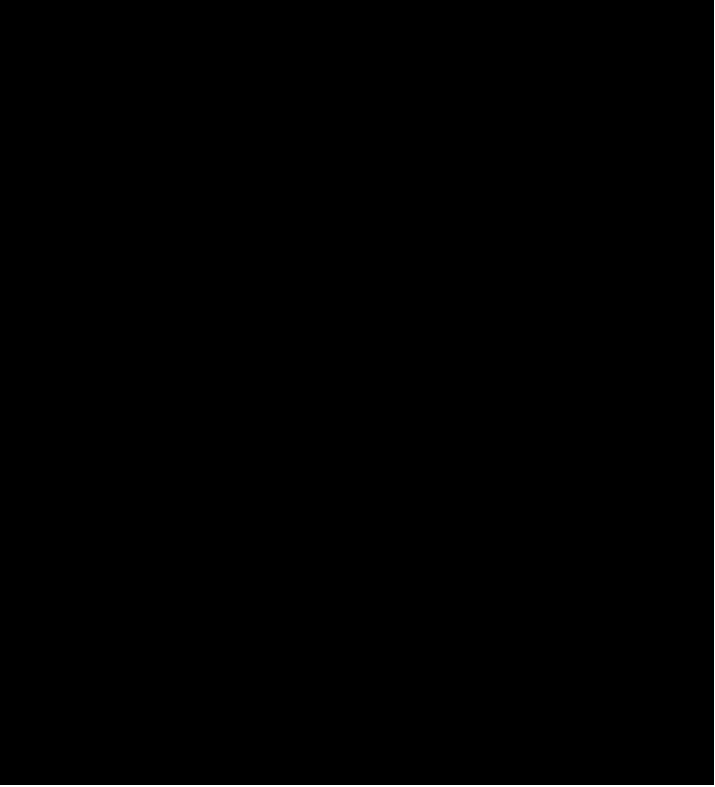| Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Specification of Transition In Services (clause 10.1)	
Specify any Transition In Services to be provided, such as: a. due diligence; b. data migration; c. Business Contingency Plans; d. testing of Services; and e. handover arrangements **Due diligence** may include assessment and definition of the: a. Customer's goals, requirements and expectations in respect of the Services b. Contractor's understanding of the Customer's and/or user's experience and requirements in relation to the Services c. objectives to be met by the Contractor d. nature and scope of the Service, including the Environment, the Assets, Client Contracts and Third Party Contracts (and any requirement to novate or assign any of them) e. end users who will be supported by the Service f. necessary Assets and Additional Items and how they may need to be procured g. migration of Customer Data h. data retention and disposal requirements i. required Deliverables	Not applicable.

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
j. resources required (including any Customer Supplied Items or Customer assistance) k. complexity of the project, and l. any Transition Out Services plan. **Data migration** services should include the drafting of a Procedures Manual (if one does not exist as part of the Service Definition) for approval by the Customer (eg within 14 days). The Procedures Manual should describe the key attributes of the Services, including: a. the governance arrangements between the Customer and the Contractor; b. the governance arrangements dealing with the Contractor and any third parties; c. the protocols for managing security issues between the Parties; d. the protocols for identifying and managing risks; e. how the key aspects of the Services will be provided to the Customer; f. the procedures for varying Services and providing Additional Services; g. how user complaints and disputes will be managed; h. updating the Procedures Manual; and i. data backups, if required outside of disaster recovery processes. Note: Once the Procedures Manual has been approved by the Customer it forms part of the Customer Contract and the Parties must perform their obligations in accordance with it. **Business Contingency Plan** The Parties may agree to include a Business Contingency Plan in accordance with clauses 6.45 to 6.48 of the Customer Contract.	

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Box 3 Customer Use and Access to the As a Service

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Terms under which the Service is available (clause 4.1)	
Consider issues including: a. authorisation to access the Service, eg individual and multi-user passwords; b. maximum Contractor Systems capacity; c. is the Customer responsible to acquire, maintain and properly use any device, communications link and software and to update any device, communications link or software if the Technical Specification of the Service Definition changes during the Contract Period; d. is the Service provided on a shared service basis to the Customer and other clients from a common code base and/or common environment; e. conditions under which the Contractor may change any characteristics of the Service, and if the specifications of the Service must be amended accordingly; and f. conditions under which the Contractor may correct errors patch or install new versions of the Service.	As set out in Agreement Document 1: Solution Requirements.
Data Centre Region (clause 5.2(b) and clause 5.6)	
Specify the physical location(s) by country or region of the Contractor's computing hardware and software used to store, host and process Customer Data, including production, test and backup environments. Note: the location(s) must not be changed without the prior written consent of the Customer (cl. 5.2(b)).	The Contractor's computing hardware and software used to store, host and process Customer Data, including production, test and backup environments during the Contract Period (including any extension thereto) must be physically located in New South Wales, Australia. During the Contract Period, the Contractor is permitted to, and the Customer consents to, the Contractor viewing and accessing Customer Data outside of New South Wales, Australia on a global basis solely to the extent required for the Contractor to provide for maintenance, support and troubleshooting to the Customer in the performance of its obligations under this Customer Contract. During the Contract Period, the Contractor is permitted to, and the Customer consents to, the Contractor temporarily transferring Customer Data outside of New South Wales, Australia from and/or to the following countries:

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
	- Member States of the European Union - EEA Member Countries (including Switzerland) - United Kingdom - United States - Canada - New Zealand - Malaysia - Philippines - Israel - Brazil - Japan, and - India solely to the extent required in order for the Contractor to provide for maintenance, support and troubleshooting to the Customer in the performance of its obligations under this Customer Contract. During the monthly Management Committee meetings, the Contractor must confirm that it has complied with its deletion policies and procedures for data temporarily transferred overseas and that such data has been deleted accordingly and without issue.

Box 4 Data Control and Access

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Security and Encryption (clause 5.2(c))	
Specify the level of security and encryption required for the Customer Data as defined by the Customer's Information Security Management System (ISMS). Note: All NSW Government Departments Statutory Bodies and Shared Service Providers are required to have an ISMS.	

Business Continuity Plan (clause 5.2(d))	
Detail any Business Continuity Plan, including backup and disaster recovery procedure, in place for implementation by the Contractor, if required.	As set out in the Genesys Cloud Schedule in Attachment 1 to this Module Order Form.
Data Retention and Disposal (clause 5.2(e))	
Specify the retention period for the Customer Data and retention and disposal requirements the Contractor will implement and comply with in relation to Customer Data.	Customer will notify the Contractor with its desired recordings retention period and the Contractor must retain such recordings for that period. All other Customer Data is retained for the Contract Period. The Contractor can retain Customer Data for a fee, for period of thirty (30) days following the end of the Contract Period, where the Customer provides notice to the Contractor prior to the termination date of the contract period to enable the Customer retrieve such Customer Data in accordance with this Customer Contract. The fee for such data retention must be calculated using the licence cost per user set out in the section headed 'Pricing' in Box 1 based on the number of user licences required by the Customer to retrieve the Customer Data. The Contractor must comply with its obligations under this Customer Contract in respect of such Customer Data for the retention period. The Contractor must ensure that the Customer can access audit log data for the Contract Period, as well as provide visibility of each user – active, inactive, deleted – and each user's last date of login.

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Security Standards for Customer Access Facilities (clause 5.3(b))	
Specify the security standards that the Customer Access Facilities will meet.	As agreed.
On-site visit (clause 5.5)	
Specify any requirements by the Contractor for on-site visits to the facilities where the Service is provided.	The Contractor does not permit access to shared infrastructure and systems.

Box 5 Service Levels

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Consolidation Period (clause 6.1)	
The Consolidation Period is defined as the first month of the provision of the As a Service (cl. 1.4). Specify if another period is required. If yes, what is the period?	The Consolidation Period is the period commencing on the Commencement Date and ending on the date which is 12 months therefrom.

Box 6 Payment and Invoicing

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Payment for Services (clause 12.1)	
Terms of payment should include details of the Services provided. Note that no payment is due where termination of the contract is occasioned by the Contractor's breach of the contract. The Contractor must send the Customer a Correctly Rendered Invoice for each payment before the relevant amount is due. Payment terms must be consistent with NSW Government policy.	The Customer will pay the Price for the Services in accordance with Items 11 and 14 of Schedule 1: General Order Form. All payments are due and payable within thirty (30) days of the Customer's receipt of a Correctly Rendered Invoice per Item 14 of Schedule 1: General Order Form.

Box 7 Transition Out

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Transition Out Services (clause 10.2)	
If required, Transition Out Services may include: a. returning or destroying documents or materials, together with any reproduction of those documents or materials; b. transitioning the Service to a new service provider or to the Customer;	As agreed, at an additional cost to the Customer calculated in accordance with the Contractor's Rate Card set out in Attachment 2 to this Module Order Form.

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Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
c. granting or assisting the Customer (or new service provider) to procure a licence to continue using any generally commercially available software in the Australian market which is the same as that being used in the System, and any software owned by the Contractor which is integral to the ongoing provision of the Service, subject to payment of licence fees by the Customer (or new service provider); d. ensuring technological parity with other service providers, and the provision of sufficient technical documentation, to enable successful and cost-effective transfer of the Customer Data; and e. procedures for the return/transfer or deletion of Customer Data upon termination of the Customer Contract; or in the event that the Contractor becomes subject to corporate takeover or insolvency. Consider issues relating to: a. regular (eg annual) review of the Transition Out Services plan; and b. how and when the Transition Out Services are brought into effect. Specific matters that may be covered in the Transition Out Services plan include that the Contractor, in consultation with the Customer and as stated in the Transition Out Services plan: a. return any Customer Supplied Item(s); b. freeze non-critical software changes in any of the Customer's software that is being supported as part of the Service; c. provide all reasonable transition assistance for the delivery of Customer Data to the new service provider or to the Customer and the reloading of the production databases; d. provide a list of outstanding service desk issues (provided as a csv file or as otherwise agreed by the Parties in the Transition Out Plan); e. provide a list of the outstanding issues detailed on any issues register; f. answer questions and provide such other information as may be reasonably sought by the new service	

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Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
provider and/or by the Customer to assist it in the transition process; g. surrender any remaining Customer owned reports and documents still in the Contractor's possession; h. the Contractor ceases to become liable to perform any part of the Service after it is transitioned to a new service provider or to the Customer; i. the Contractor's obligations to meet the Service Levels are not reduced and the Contractor remains liable for failing to meet any Service Levels; j. the Customer must continue to pay the full Services Price until the last day of the Contract Period, notwithstanding that some or all of the Service may have been transitioned to a new service provider or to the Customer (unless otherwise agreed in the Order Documents); k. the Contractor must, subject to clause 13.2 of the Module, return to the Customer all Customer Data within 14 days of termination of the Customer Contract and back up and secure Customer data for a further 60 days after termination of the Customer Contract; l. grant or assist the Customer (or new service provider) to procure a licence to continue using any generally commercially available software in the Australian market which is integral to the ongoing provision of the Services, subject to payment of licence fees by the Customer (or new service provider); and m. not delete any Customer Data at the end of the Customer Contract without the express prior approval of the Customer.	

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Box 8 Return of Customer Data on termination

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Customer Data deletion and certification (clause 13.2(c))	
Specify the period within which the Contractor must delete the Customer Data and whether certification it has been deleted is required.	The Contractor must delete Customer Data within 30 to 60 days of the date on which the Customer Contract is terminated, and must confirm in a formal statement to the Customer that the Contractor has complied with this requirement.
Customer Data format (clause 13.2(d))	
Specify the format that the Customer Data must be provided to the Customer.	The Customer is responsible for all retrieval of Customer Data within Genesys Cloud. All Customer Data is made available to the Customer via an API provided by the Contractor. For the avoidance of doubt, workforce management and associated historical information may also be extracted via the Genesys Cloud user interface into CSV format. Customer Data must be retrievable in the following formats (as applicable): (a) call flow text-based data in a JSON payload format, which can then be parsed into CSV format; (b) workforce management rosters must be in CSV format; (c) workforce management forecasts must be in CSV format; (d) agent & agent group historical statistics must be in CSV format; (e) queue & queue group historical statistics must be in CSV format; (f) call recordings must be in either .WEBM, WAV, .OGG; and (g) screen recordings must be in .WEBM, or such other formats as are notified to the Contractor by the Customer from time to time.

Box 9 Additional terms –Infrastructure as a Service

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Additional terms and conditions (cl. 15.1)	
Specify any additional terms and conditions in relation to Infrastructure as a Service.	Not applicable.

Box 10 Additional terms –Platform as a Service

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Additional terms and conditions (cl. 16.1)	
Specify any additional terms and conditions in relation to Platform as a Service.	Not applicable.

Box 11 Additional terms – Software as a Service

Details to be included from Module 10	Order Details agreed by the Contractor and the Customer
Additional terms and conditions (cl. 17.1)	
Specify any additional terms and conditions in relation to Software as a Service. Specify whether the Contractor warrants or supports third party products or services. (cl. 17.2). Specify any Third Party Applications supplied by the Contractor (cl. 17.3).	The additional terms and conditions which apply to the Software as a Service are set out in Attachment 1 to this Module Order Form.

[8378022: 28624141_1]

Attachment 1   Additional Terms for As a Service

PART 1 – GENESYS RELATIONSHIP AGREEMENT

As used herein, (**"You," "Your" or "Customer"**) shall mean Customer, and (**"Us," "We," "Our" or "Genesys"**) shall mean Contractor.

SECTION ONE – DEFINITIONS

1.1   <u>Definitions.</u> In addition to the terms defined elsewhere in the Customer Contract, some defined terms that You should be familiar with are:

Cloud Services: Our proprietary cloud services as made available to You in the Environment as further described in the Genesys Cloud Schedule set out in Part 2 of this Attachment 1.

Customer Data: has the definition given in clause 1.6 of Module 10 and includes the following: Customer Data does not include the anonymized usage data and totals incorporated into Service Improvements as defined in Section 9.5.

Equipment: Third party products provided on a pass-through basis without warranty from Genesys.

Feedback: any suggestions, recommendations, report, feedback, proposals, anonymized statistical data or other information concerning the Services, but excluding any Confidential Information of the Customer (including any Customer Data). Notwithstanding anything to contrary herein contained, in no event shall Feedback be deemed Customer Intellectual Property unless such Feedback existed on or before the Effective Date.

Industry Standard(s): generally accepted cloud information security practices as reflected in Genesys' policies and procedures.

Law(s): all domestic and international laws, statutes, rules, regulations, ordinances and other pronouncements having the effect of law, including the Privacy Laws.

Malicious Code: Viruses, worms, time bombs, corrupted files, Trojan horses and other harmful or malicious code, files, scripts, agents, programs, or any other similar code that may interrupt, limit, damage the operation of Genesys's or another's (including the Customer's) computer or property.

SECTION TWO – SCOPE OF USE

2.1   <u>Similar Materials and Cloud Services.</u> Subject to the confidentiality provisions of this Customer Contract, nothing in this Customer Contract precludes or limits Genesys in any way from (i) providing materials or services that are similar to materials or services provided or contemplated in this Customer Contract or (ii) developing deliverables or other materials or services that are similar to or compete with any materials or services developed as a result of this Customer Contract, regardless of their similarity to any New Material, including Deliverables. We are free to use any concepts, processes, techniques, improvements or other know-how developed by Us in the course of performance of this Customer Contract (even if similar to materials, products and services provided hereunder) free from any use restriction or payment obligation.

2.2   <u>Use of Materials and Cloud Services</u>. Customer may not use and will not permit or authorize any third party to perform any unauthorized penetration testing or vulnerability scans of the Software as a Service.

2.3   <u>Feedback.</u> To the extent not already owned by Genesys and subject in each case to Section 10.1 of this Part 1, Customer, on behalf of itself and its Related Parties, hereby grants Genesys a perpetual, exclusive, royalty-free, worldwide license to use or disclose (or choose not to use or disclose), and create derivative works of Feedback for any purpose, in any way, in any media worldwide.

2.4   **Emergency Calls:** Customer: (a) acknowledges and agrees that the Cloud Services may permit calls to be made to Australian 000 services or other emergency services, and that it may be required to provide location information to emergency services; (b) is solely responsible for determining if it is appropriate for it to obtain a separate emergency telephone service to enable it to make Australian

emergency calls to 000 or other emergency services; and (c) will ensure that it has appropriate binding terms with its Personnel to ensure Customer can comply with paragraphs (a) and (b) above.

2.5   Customer agrees that, other than as required by Law, the Contractor is not responsible for the performance, security features to protect sensitive personal information or otherwise of the Software as a Service in respect of calls made to Australian 000 services or other emergency services.

2.6   **Suspension of Cloud Services**. The Contractor may temporarily suspend the provision of the Software as a Service, or a portion thereof, or reject or cancel the transmission of any information through the Software as a Service to the extent that the Customer's use of the Software as a Service is in breach of this Customer Contract and such breach is likely to cause an imminent compromise to the security or integrity of the Software as a Service, provided that the Contractor must:

2.6.1   immediately notify the Customer of any suspension together with all information to enable the Customer to remedy the breach;

2.6.2   provide all assistance required by the Customer to ensure that the Customer is able to remedy the event or circumstance giving rise to such breach; and

2.6.3   take all steps necessary to recommence the provision of the Software as a Service as quickly as possible.

2.7   If either the Customer or the Contractor has remedied the issue that has caused Genesys to suspend the Software as a Services under clause 2.6, but a suspension of the Software as a Service in accordance with section 2.6 continues for more than 24 hours (or as otherwise agreed between the Parties in writing) the Customer may immediately terminate this Customer Contract in accordance with Clause 25.3 of the Customer Contract.

SECTION THREE – CONFIDENTIALITY – NOT USED

SECTION FOUR – PAYMENT, TAXES AND RECORDS – NOT USED

SECTION FIVE – PROFESSIONAL SERVICES – NOT USED

SECTION SIX – WARRANTIES

SECTION SEVEN – LIMITATION OF LIABILITY AND INDEMNIFICATION

SECTION EIGHT – NOT USED

SECTION NINE – CUSTOMER DATA

9.5   <u>Service Improvements.</u> We may aggregate data and information related to the performance, operation and use of the Cloud Services to create statistical analyses, to perform benchmarking, to perform research and development and to perform other similar activities (**"Service Improvements"**). We must not incorporate any Confidential Information or Personal Information of the Customer in Service Improvements, but may incorporate usage data of the Customer provided that such usage data is anonymized such that the Customer and its Permitted Users or Personnel cannot be identified by such data. Customer Data must, at all times, be subject to the security controls set forth in this Customer Contract. We retain all intellectual property rights in Service Improvements and may make them publicly available.

SECTION TEN – GENERAL

10.1   <u>Marketing.</u> Subject to Your prior written approval of content in each instance (which may be withheld in Your absolute discretion) and without limiting Our confidentiality obligations under this Customer Contract, You grant Us with the right to issue a media release after the Effective Date announcing that You have become a Genesys customer and to make other announcements and place promotions in various publications and media. Except as set forth in a mutually agreed written public statement, You will not imply or state that You are affiliated with or endorsed by Us, publicize the existence of the Agreement or disclose any of its terms. You also agree that, not less than once per calendar quarter during the Term, to act as a reference customer as requested by Us.

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10.2 <u>**Export**</u>. Subject to the Customer's right to disclose Confidential Information of the Contractor under clause 14 of the Customer Contract and the Customer's right to access and use New Material set out in clause 13 of the Customer Contract, and otherwise to the extent applicable to the Customer, the Customer will not re-export any Services, New Material or Confidential Information of the Contractor in contravention of the relevant export laws without the Contractor's prior written consent (which consent must not be unreasonably withheld). Customer understands that any such re-export must comply with any applicable U.S. and EU export control laws, which may include the U.S. EAR and the EU Dual-Use Regulation, and diversion contrary to U.S. and EU law is prohibited.

10.3 <u>**Subcontracting**</u>. Pursuant to clause 8.14 of Part 2 – Customer Contract, Customer consents to the use of the Approved Subcontractors set out in Attachment 3 to this Module Order Form in the provision of Services to the Customer (as amended by Genesys from time to time on prior written notice to the Customer), provided, however, such consent is limited only to those Subcontractors who are not dedicated to the Customer or that are engaged on a routine basis in the provision of providing services to Contractor's customers.

PART 2 - GENESYS CLOUD SCHEDULE

As used herein, (**"You," "Your" or "Customer"**) shall mean Customer, and (**"Us," "We," "Our" or "Genesys"**) shall mean Contractor.

This Genesys Cloud Schedule contains terms and conditions that govern Your access to and use of the Genesys Cloud Services (as defined below).

1.1 **Data Center Services**. The software used to provide the Genesys Cloud Services must be located on servers that are controlled by Amazon Web Service ("**AWS**"). You may access and use the software but have no right to receive a copy of the object code or source code to the software.

1.2 **Acceptable Use.**

    1.2.1   To the extent relevant to You under this Customer Contract, You shall comply with the AWS Acceptable Use Policy found at https://aws.amazon.com/aup/, which is incorporated in the Agreement by this reference.

    1.2.2   Notwithstanding anything to the contrary in the AWS Acceptable Use Policy, if any changes are made to the AWS Acceptable Use Policy at any time, and upon the Contractor being made aware of any such change(s), the Contractor must immediately provide the Customer written notice of such changes.

    1.2.3   The Contractor must provide such reasonable assistance as the Customer requires at no additional cost to the Customer in order to ensure that its access to and use of the As a Service in accordance with this Customer Contract does not breach the AWS Acceptable Use Policy, provided however, if Contractor determines, in good faith and acting reasonably, that such additional costs are unreasonable, the Contractor may issue a Variation and if the Parties are unable to agree to a Variation within 30 days of the Customer's receipt of the Variation from the Contractor, then the Parties will resolve the dispute in accordance with clause 24 of the Customer Contract. If the Parties are unable to resolve the dispute in accordance with clause 24 of the Customer Contract, then either Party may exercise its rights to terminate the Customer Contract and the Customer will be entitled to receive (and the Contractor must pay to the Customer) a pro-rata refund of any pre-paid but unused fees in relation to the As a Service.

    1.2.4   In the event of any conflict or inconsistency between the AWS Acceptable Use Policy and the terms of this Customer Contract, the terms of this Customer Contract will prevail to the extent of such conflict or inconsistency.

1.3 **Third Party Applications.** The Software as a Service has the ability to integrate with Third Party Applications and if the Customer would like to procure such Third Party Applications from the supplier of that Third Party Applications the Customer is responsible for the procurement of such Third Party Applications directly from such supplier prior to any request for integration services by Genesys. Genesys will provide such assistance as is reasonably required by the Customer in relation to the Customer's assessment of the suitability of any Third Party Application to be integrated with the Service.

1.4 **Term and Payments. Not Used.**

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Attachment 1 to Genesys Cloud Schedule - Data Processing Addendum

1. **DEFINITIONS**

i. ***In General.*** Capitalized terms used in this Data Processing Addendum ("DPA") but not defined herein shall have the meaning given to them in the Customer Contract or the Privacy Legislation.

ii. ***Affiliates*** means a business entity that: (a) Controls the party; (b) is Controlled by the party; or (c) is under common Control with the party, but only during the time that such Control exists. For the purposes of this definition, "Control(led)" is the ability to determine the management policies of an entity through ownership of a majority of shares or by control of the board of management.;

iii. ***Authorized Affiliate*** means any Customer Affiliate which is authorized to use the Services pursuant to the Master Agreement.

iv. ***Documentation*** means the security and usage documentation applicable to the Service purchased by Customer, and updated from time to time. Documentation may be attached to the Master Agreement or this DPA, or as otherwise made reasonably available by Genesys.

2. **DATA PROCESSING**

i. ***Scope.*** This DPA governs the processing of Customer Data by Genesys. This DPA is intended to govern the data processing related to the Services in line with the Customer Contract.

ii. ***Compliance with Laws.*** Each party will comply with all laws, rules, and regulations applicable to it.

iii. ***Instructions for Data Processing and Data Subject Rights.*** Genesys must only process Customer Data in accordance with Customer's instructions, as set forth in this DPA and in the Customer Contract. To ensure compliance with its own data protection obligations pursuant to applicable Privacy Laws, the Customer will first use the functions of the platform provided by Genesys. If Customer cannot redress an action required by applicable Privacy Legislation with those tools or functions or instructions provided by Genesys, Customer is entitled to give detailed instructions to Genesys. The Customer shall immediately confirm oral instructions regarding privacy via our customer care portal by opening a support care ticket with the category of "Data Privacy". If Customer issues an instruction under this DPA, then, subject to verifying technical feasibility of such instruction, Genesys will document it for the duration of the DPA to ensure the accountability principle of the applicable Privacy Legislation. To the extent that any instruction is not technically feasible at the time that it is requested by the Customer, the parties DPOs (or other relevant personnel) shall meet to discuss in good faith (seeking the guidance of the relevant supervisory authority if necessary) an alternative solution that is adequate for the Customer's needs and meets the relevant requirements under the applicable Privacy Legislation.

iv. ***Access or Use.*** Genesys must not access or use Customer Data except as described in the Customer Contract, or as instructed by Customer.

v. ***Genesys Personnel.*** Genesys personnel must not process Customer Data without proper internal authorization. All Genesys personnel must receive data security and privacy training on an annual basis and have agreed to appropriate confidentiality obligations (for the term of their employment and thereafter), insofar as they are not already bound to do so in accordance with relevant legislations and regulations.

vi. ***Data Controls.*** Insofar as a Data Subject contacts Genesys directly concerning a rectification, erasure, or restriction of processing, Genesys must forward the Data Subject's request as soon as reasonably possible to the Customer. Insofar as it is included in the scope of services, the erasure policy, 'right to be forgotten', rectification, data portability and access shall be ensured by Genesys without unreasonable delay, or Genesys will provide tools for Customer to fulfil such requests via the Service.

vii. ***Transfers of Customer Data.*** Genesys must only transfer Customer Data in accordance with Box 3, Data Centre Region (Module 10 Order Form) and Items 25A and 25B of the General Order Form.

viii. ***Deletion and Return of Customer Data.*** Throughout the provision of the Software as a Service and immediately upon termination of the Customer Contract, Genesys must make all Customer Data and other documents, processing and utilization results, and data sets related to the Customer

that have come into its possession available to the Customer. For the avoidance of doubt, Customer will have access to retrieve its Customer Data up and until the date of termination at no additional charge. If Customer requires additional time to retrieve its Customer Data beyond the date of termination, the provisions relating to the retrieval of Customer Data in Box 4 of the Module 10 Module Order Form will apply.

3. **RESPONSIBILITIES OF GENESYS**

i. ***DPO.*** Genesys has appointed a Data Protection Officer in accordance with the applicable Privacy Laws. Genesys has appointed William Dummett as Chief Privacy Officer, and Shahzad Muhammad Naveed Ahmad as Data Protection Officer, located in the Europe. The data privacy office may be contacted at dataprivacy@Genesys.com. The Customer shall be informed as soon as possible of any change of Data Protection Officer.

ii. ***Security.***

    i. *Security Procedures.* Genesys must establish security procedures in accordance with applicable Privacy Laws. The measures to be taken must be appropriate to the risk concerning confidentiality, integrity, availability and resilience of the systems. Genesys has considered the state of the art, implementation costs, the nature, scope and purposes of processing as well as the probability of occurrence and the severity of the risk to the rights and freedoms of natural persons. Genesys must comply with the security measures set out in Attachment 3 to this Genesys Cloud Schedule at all times in connection with the performance of its obligations under the Customer Contract.

    ii. *Technical and Organizational Measures.* Genesys has implemented, and must continue to implement throughout the Contract Period, measures to maintain the security of its facilities and networks, including the As a Service and the Customer Data as set forth in Attachment 3 to this Genesys Cloud Schedule. The technical and organisational measures are subject to technical progress and further development provided that any progress or development must not reduce the efficacy of such measures to maintain the security of Customer Data. In this respect, it is permissible for Genesys to implement alternative adequate measures, provided such changes do not reduce the security provided under this Customer Contract. Substantial changes must be documented and provided to the Customer at least sixty (60) days prior to being implemented. If the Customer considers that any substantial change will reduce the security of the As a Service and or Customer Data held by Genesys, the Customer may immediately terminate this Customer Contract on notice to Genesys.

The Genesys Cloud subscription provides all customers with web portal access for the submission of trouble tickets, along with 24x7x365 emergency phone support.
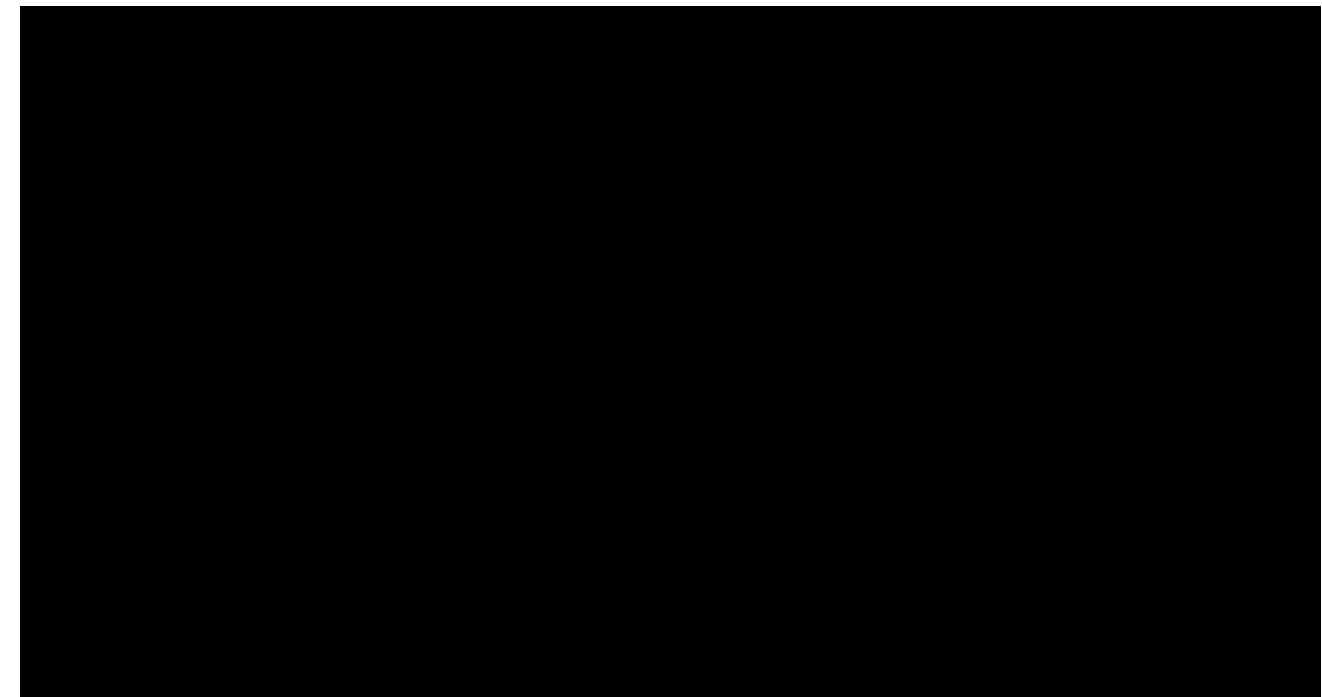
Support Offering	Cost	Contact Channel
	Genesys Cloud 1, 2, or 3	

Note: You must be a designated contact at your organization to contact Genesys Cloud Support. To become a designated contact, take the Genesys Cloud Customer Roles and Responsibilities training and complete the form at the end of the training. Allow 48 business hours to receive your credentials.

4. **AUDITS**

At least annually, Genesys must use external auditors to vet its security measures. This audit will be performed by an independent third party who will produce an audit report ("**Report**"). The Report will be Genesys Confidential Information. Reports must be made available to Customer subject to the confidentiality obligations set out in the Customer Contract. At Customer's written request, Genesys must provide Customer with a Report so that Customer can reasonably verify Genesys' compliance with the security obligations under this Customer Contract. If the Standard Contractual Clauses apply, then Customer agrees to exercise its audit right by instructing Genesys to execute the audit as described in this Section. If the Standard Contractual Clauses apply, then nothing in this Section of the DPA varies or modifies the Standard Contractual Clauses nor affects any supervisory authority's or data subject's rights under the Standard Contractual Clauses.

5. **Not used**

6. **Not used**

Attachment 2 to Genesys Cloud Schedule – Data Processing Description

Nature and Purpose of Processing

Genesys must only process Customer Data to the extent necessary to perform the Services pursuant to the Customer Contract.

Duration of Processing

Subject to the DPA, Genesys must only process Customer Data for the Contract Period, unless otherwise agreed upon in writing.

Categories of Data Subjects

Customer may submit Customer Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Prospects, customers, business partners and vendors of Customer (who are natural persons)
- Employees or contact persons of Customer's prospects, customers, business partners and vendors
- Employees, agents, advisors, freelancers of Customer (who are natural persons)
- Customer's users authorized by Customer to use the Services
- Other categories of data subjects as configured or customized by the Data Controller

Type of Personal Data

Customer may submit Customer Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First and last name
- Title
- Position
- Employer
- Contact information (company, email, phone, physical business address)
- ID data
- Professional life data
- Personal life data
- Connection data
- Localization data
- Other categories of data as configured or customized by the Data Controller

Attachment 3 to Genesys Cloud Schedule – Genesys Security Measures

1. **Security Program**

We have implemented and must maintain an information security program that is consistent with generally accepted system security principles embodied in the ISO 27001 standard designed to protect the Customer Data as appropriate to the nature and scope of the Services provided. Genesys Cloud's Security & Compliance Team maintaining the information security program includes experienced professionals holding a wide range of certifications in both security and privacy. The information security program includes at least the following elements:

a. **Security Awareness and Training**

We have implemented and must maintain an information security and awareness program that is delivered to employees and appropriate contractors at the time of hire or contract commencement and annually thereafter. The awareness program is delivered electronically and includes a testing aspect with minimum requirements to pass. Additionally, development staff members are provided with secure code development training.

b. **Policies and Procedures**

We must maintain policies and procedures to support the information security program. Policies and procedures are reviewed annually and updated as necessary.

c. **Change Management**

We must utilize a change management process based on industry standards to ensure that all changes to the Genesys Cloud production environment are appropriately reviewed, tested, and approved.

d. **Patching**

Genesys Cloud does not patch. We will maintain a vulnerability management program that ensures compliance with the standards of the Genesys information security program. The strategy is to destroy and rebuild all server instances at least every 30 days on new "gold images" that have all current patch levels applied.

e. **Data Storage and Backup**

We must create backups of critical Customer Data according to documented backup procedures. Backup data must not be stored on portable media. Customer Data stored on backup media must be encrypted using server-side encryption as provided by Amazon Web Services ("AWS").

The Genesys Cloud platform takes advantage of the distributed nature of AWS infrastructure to enable full active-active Multi-Site Disaster Recovery by operating in multiple AZs; distinct locations that are engineered to be insulated from each other. Independent application stacks are run in multiple AZs. In the event of the loss of a single AZ or data center, the remaining Genesys Cloud systems remain operational and are designed to auto-scale to replace the lost system capacity, effectively ensuring a Recovery Time Objective (RTO) of zero.

Backup data is stored within the same AWS region as the solution is deployed. Backup intervals are determined by the volatility nature of the specific data in question by means of versioning. Backups are stored and maintained in AWS S3 with Server Side Encryption.

f. **Vulnerability Scanning and Penetration Testing**

We must conduct internal vulnerability scanning on a regular basis (i.e. at least quarterly to comply with PCI DSS and otherwise each time we conduct any development in relation to Genesys Cloud) with automated scans and notifications. The scan results must be analyzed to confirm identified vulnerabilities, and remediation is scheduled within a timeframe commensurate with the relative risk.

On at least an annual basis, we must conduct a vulnerability assessment and penetration testing engagement with an independent qualified vendor. Issues identified during the engagement must be appropriately addressed within a reasonable time frame commensurate with the identified risk level of the issue. A full test results reports must be made available to the Customer upon written request and will be subject to the confidentiality obligations set out in the Customer Contract.

g. **Malware Prevention**

Applications running within Genesys Cloud must be developed and maintained utilizing industry standard secure coding practices, including peer coding review, security and unit testing, and adherence to secure coding techniques. We must use industry standard practices to avoid the inclusion of any program, routine, subroutine, or data (including malicious software or "malware," Viruses, worms, and Trojan Horses) in applications running within Genesys Cloud.

2. **Network Security**

Genesys must employ industry standard network security controls designed to protect Customer Data, including, but not limited to, the following:

a. **Intrusion Detection Systems**: Implementing and maintaining a host-based intrusion detection system and network-based instruction detection system designed to alert us in the event of suspicious activity.

b. **Data Connections:** We must Useing HTTPS/TLS with AES-256 encryption to secure connections between browsers, mobile apps, and other components to Genesys Cloud.

c. **Data Connections between Genesys Cloud and Third Parties**: Transmission or exchange of Customer Data with you and any third parties authorized by Customer to receive the Customer Data must be conducted using secure methods (*e.g.*, TLS, HTTPS, SFTP).

d. **Encrypted Recordings**: Encrypting call recordings by default, such as generating customer specific encryption keys used to secure call recordings and encrypting chat sessions in transit.

e. **Encryption Protection**: Use a minimum of RSA 2048 bits for asymmetric key encryption, and for symmetric key encryption, use at least AES 128 bits, and for hashing, utilising at least SHA1 and SHA2, or related protections as may be applied to hashing.

3. **User Access Control**

We must implement and maintain appropriate access controls and the concept of least privilege designed to ensure only authorized users have access to Customer Data within Genesys Cloud. User access must be logged for audit purposes.

a. **Customer User Access**

Customers are responsible for managing user access controls within the application in accordance with the Customer Contract. Customer must define the usernames, roles, and password characteristics (length, complexity, and expiration timeframe) for their users.

b. **Our User Access**

We must create individual user accounts for each of our employees or contractors that have a business need to access the Genesys Cloud production environment. The following guidelines must be followed regarding our user account management:

i. User accounts are requested and authorized by our management.

ii. User accounts follow the concept of least privilege.

iii. Access to the Genesys Cloud Production environment requires multifactor authentication.

iv. SSH keys are utilized instead of passwords within Genesys Cloud.

v. Dormant or unused accounts are disabled after 90 days of non-use.

vi. Session time-outs are systematically enforced.

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vii. User accounts are promptly disabled upon employee termination or role transfer, eliminating a valid business need for access.

viii. There is a self-service reporting option available that allows reporting on individual user accounts last log in date and/or all inactive or deleted user accounts.

4. **Business Continuity and Disaster Recovery**

Genesys Cloud must be deployed and configured in a redundant infrastructure through AWS. Services provided by Genesys Cloud follow a stateless architecture. Data repositories in Genesys Cloud must use redundancy and replication designed to maintain availability and avoid data loss in the event of a lost data node. The Genesys Cloud environment must be physically separated from its corporate network environment so that a disruption event involving the corporate environment does not impact the availability of the Genesys Cloud Services.

a. **Business Continuity**

The Contractor must maintain a business continuity plan for the Genesys Cloud Services, which is designed to ensure that ongoing monitoring and support services will continue in the event of a disrupting event. Genesys' business continuity plan must be assessed by means of a SSAE SOC 2 Type II assessment and found to have no exceptions noted in respect of the Genesys Cloud Services at all times during the Contract Period..

High Availability

Genesys Cloud must utilise AWS services to provide highly available environment capabilities, including, but not limited to, the following:

i. Availability Zones (AZs) which consist of one or more discrete data centers, each with redundant power, networking and connectivity, and housed in separate facilities;

ii. Auto Scaling Groups (ASGs) to dynamically scale clusters based on demand and automatically launch replacement instances in the event of a failure.

iii. AWS Elastic Load Balancers (ELBs) to route internal and external traffic to healthy infrastructure and automatically reroute traffic away from unhealthy infrastructure;

iv. Durable message queueing systems that support request queuing and point-to-multipoint notifications. Message queues allow us to both load-balance requests/events and handle load bursts without data loss; and

v. Amazon Simple Storage Service (S3). S3 stores objects redundantly on multiple devices across multiple facilities in an Amazon S3 Region. Amazon aims to deliver eleven 9's of durability.

For the avoidance of doubt, the Contractor may utilise at any time during the Contract Period a different third party for its infrastructure as a service for the provision of the Genesys Cloud Services, such as Microsoft Azure, Google, etc., provided, however, the use of a different third party infrastructure as a service must have similar high availability environment capabilities.

5. **Security Issue Response**

We must maintain a Security Issue response program based on industry standards designed to identify and respond to suspected and actual Security Issues involving Customer Data in accordance with the requirements set out in the Customer Contract. The program must be reviewed, tested and, if necessary, updated on at least an annual basis.

6. **Privacy**

We have developed and will maintain a privacy program designed to respect and protect Customer Data under our control, and this is located at https://help.mypurecloud.com/articles/genesys-cloud-privacy-policy/. This privacy policy is to change throughout the Contract Period. Contractor will endeavour to provide notification to Customer of any material change. The modified terms will become effective upon posting or, if Contractor notifies Customer by email, as stated in the email message.

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