

OUR CUSTOMER TERMS

TELSTRA CONTACT CENTRE GENESYS CLOUD

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Certain words are used with the specific meanings set out below or in [the General Terms section of Our Customer Terms](#)

1 ABOUT THE TELSTRA CONTACT CENTRE GENESYS CLOUD SECTION

- 1.1 This is the Telstra Contact Centre Genesys Cloud - (**Genesys Cloud Service**) section of Our Customer Terms. This section was previously known as the Telstra PureCloud Contact Centre – Genesys powered section of Our Customer Terms. Depending on the nature of the products and services you are receiving under this Cloud Services section, provisions in other parts of the Cloud Services section may apply.
- 1.2 Unless you have entered into a separate agreement with us which excludes them, the General Terms section of Our Customer Terms also applies.
- 1.3 See section one of the General Terms of Our Customer Terms at <http://www.telstra.com.au/customer-terms/business-government/index.htm> for more detail on how the various sections of Our Customer Terms are to be read together.
- 1.4 See section one of the General Terms part of the Cloud Services section of Our Customer Terms at <https://www.telstra.com.au/customer-terms/business-government/cloud-services> for more details on how the various parts of the Cloud Services section of Our Customer Terms are to be read together.

2 GENESYS CLOUD SERVICE

What is the Genesys Cloud Service?

- 2.1 The Genesys Cloud Service (previously known as the PureCloud Service) is an omni-channel cloud-based contact centre enabling voice, chat, email and social channels.
- 2.2 The Genesys Cloud Service is comprised of hosted software, support and Professional Services, each of which is described more fully below.

AppFoundry

- 2.3 Our third party supplier for the Genesys Cloud Service offers AppFoundry. We do not support AppFoundry solutions directly. You have discretion in deciding whether you wish to purchase any AppFoundry add on solutions for the Genesys Cloud Service. If purchased through us, the support is provided by the AppFoundry supplier directly. For the avoidance of doubt, you are not required to purchase any AppFoundry solutions, and the Genesys Cloud Service from us does not require AppFoundry solutions.
- 2.4 If you purchase an AppFoundry solution, you accept the terms of the relevant Appfoundry End User Licensing Agreement which is provided to you at the time of purchase (you can request a copy at any time). You acknowledge that the relevant end user licence agreement governs the relationship between you and the AppFoundry supplier and your acceptance

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of that end user licence agreement is a condition of use for the AppFoundry solution.

3 ELIGIBILITY

- 3.1 Minimum spend amounts apply to be eligible for a Genesys Cloud Service as follows:
- (a) for Genesys Cloud 1, Genesys Cloud 2 or Genesys Cloud 3 Plan (each a **Genesys Cloud 1, 2 or 3 Plan**) the minimum spend on Genesys Cloud Plan fees must be at least \$1000 AUD per month;
 - (b) for a Genesys Cloud Digital Only 2 or Genesys Cloud Digital Only 3 Plan (each a **Genesys Cloud Digital Only Plan**) taken as a standalone service, the minimum spend must be at least \$3000 AUD per month; and
 - (c) where a Genesys Cloud Digital Only Plan is added to an existing Genesys Cloud 1, 2 or 3 Plan, the minimum spend on Genesys Cloud Plan is per 3.1(a).
- 3.2 The following items are not part of your Genesys Cloud Service. Depending on your chosen Plan, you will need to acquire these items separately to be able to use your Genesys Cloud Service:
- (a) a Telstra IN-Control or IN-Control Call Direct service (not required for Genesys Cloud Digital Only Plans);
 - (b) one or more Telstra Inbound Services (as this is required for callers to access your Genesys Cloud Service) (not required for Genesys Cloud Digital Only Plans);
 - (c) for each of your Users, a computer that meets the minimum technical requirements (we will notify you of minimum technical requirements from time to time and provide reasonable notice of any changes to these); and
 - (d) for each of your Users, a telephone service in Australia that can be directly dialled (not required for Genesys Cloud Digital Only Plans).
- 3.3 If you are using the Genesys Cloud Service via:
- (a) a cloud (shared) voice network, then you will require access to the public internet and PSTN access; or
 - (b) a Dedicated Voice Network Model, then you will require Telstra IP MAN or IP WAN, Telstra SIP Connect, internet access and Genesys Cloud Service Edge Devices.

Your Application Form or your separate agreement with us will state whether you access the Genesys Cloud Service via a cloud (shared) voice network or Dedicated Voice Network Model.



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- 3.4 If you are using the Shared voice network in conjunction with Global SIP/GVoIP for the New Zealand voice network extension, the terms and conditions (including pricing) on which we provide Global SIP/ GVoIP SIP Trunk services for New Zealand will be outlined in your TelstraGlobal SIP/ GVoIP Service Schedule or in your separate Global SIP/GVoIP agreement with us.
- 3.5 The terms (including pricing) on which we provide:
- (a) Telstra Inbound Services, IN-Control and IN-Control Call Direct services are set out in the Inbound Services section of Our Customer Terms (<https://www.telstra.com.au/customer-terms/business-government/other-voice-services/inbound-services>);
 - (b) Telstra IP MAN and Telstra IP WAN services are set out in the IP Solutions section of Our Customer Terms (<https://www.telstra.com.au/customer-terms/business-government/data-services/ip-solutions>);
 - (c) Telstra SIP Connect are set out in the Other Voice Services section of Our Customer Terms (<https://www.telstra.com.au/customer-terms/business-government/other-voice-services>); and
 - (d) Telstra Global SIP/GVoIP services are set out in your Telstra Global SIP GVoIP Service Schedule or in your separate Global SIP/GVoIP agreement with us.

What happens if your Inbound Service is transferred or cancelled?

- 3.6 If your eligible Inbound Service is transferred, cancelled, disconnected or suspended for any reason (whether temporarily or permanently), you must tell us as soon as possible and nominate an alternative eligible Inbound Service for your Genesys Cloud Services.
- 3.7 If you do not nominate an alternative eligible Inbound Service within 45 business days we can immediately suspend or cancel your Genesys Cloud Service.

Dependencies

- 3.8 You acknowledge that we do not support all devices, platforms or browsers (**Dependencies**), and it is your responsibility to acquire and maintain supported Dependencies. We can provide you with details of supported Dependencies on request. If you do not maintain supported Dependencies, you may not be able to use your Genesys Cloud Service, or we may be limited in the support that we can provide to you, and you will still be liable for all fees and charges payable in relation to your Genesys Cloud Service.

4 RESTRICTIONS AND USE

- 4.1 The Genesys Cloud Service is not available to Telstra Wholesale customers or for resale.
- 4.2 You must not provide or assist with the provision of the Genesys Cloud Service to any other person.

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- 4.3 In using your Genesys Cloud Service, you must comply with any applicable laws, standards or codes (including, for the avoidance of doubt, in relation to the ACMA Do Not Call Register).
- 4.4 You must only use the Genesys Cloud Service (or any part of it) for your own internal business purposes (which can include to provide call centre services to your customers). You may allow your contractors to use the Genesys Cloud Service to provide services to you. You must not provide access to the Genesys Cloud Service to any other person unless we agree otherwise.

5 TELEPHONE NUMBERS

- 5.1 Your Genesys Cloud Service must not use any service other than a Telstra Inbound Service to receive incoming telephone calls. If you wish your Genesys Cloud Service to receive calls on any other telephone number, that telephone number must be redirected to a Telstra Inbound Service, which may then connect to your Genesys Cloud Service.
- 5.2 Telstra Inbound Services will be redirected to pilot numbers. Each pilot number can be managed separately, and may use different rules for call redirection and other services. These pilot numbers will then be redirected by your Genesys Cloud Service where interactive voice response prompts can be played and the call is queued while routing decisions are made.
- 5.3 Your pilot numbers will be allocated based on 1 nominated location of either your head office or at least 1 physical address of your Genesys Cloud Service contact centre. The area code will be based on the nominated state or territory location and will correspond to an area code as follows:

State or Territory of Site Address	Nominated Home Location	Area Code
Northern Territory	Northern Territory	(08)
New South Wales ACT	New South Wales	(02)
Tasmania Victoria	Victoria	(03)
Queensland	Queensland	(07)
Western Australia	Western Australia	(08)
South Australia	South Australia	(08)

- 5.4 Genesys Cloud Pilot numbers (answers points) cannot be ported from your Genesys Cloud Service. Upon cancelation of your Genesys Cloud Service, you can only redirect your Telstra inbound services to your new Answer Points.

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- 5.5 The nominated home location and area code will be used to calculate any associated call costs for calls made using your Genesys Cloud Service. If you are using the shared voice network model, call costs for local and national fixed line calls are included in the shared network User license fee.
- 5.6 If your site address is in the Northern Territory, New South Wales, Tasmania, Victoria, Queensland, Western Australia or South Australia and is not located in an urban area, your pilot numbers will be allocated a telephone number matched to your nearest telephone exchange. This will allow your Telstra Inbound Service to be redirected to pilot numbers at local call rates rather than long distance call rates.
- 5.7 Whether your site address is located outside of an urban area is based on the place's population. For more details see our Customer Service Guarantee <https://www.telstra.com.au/consumer-advice/customer-service/customer-service-guarantee> or the ACMA's Customer Service Guarantee.
- 5.8 Answer point telephone numbers are used by your Users to make and receive calls using your Genesys Cloud Service. Each of your User answer point telephone numbers must be a telephone number in Australia that can be directly dialled. User answer points may be mobile or international endpoints.
- 5.9 If you are using the shared voice network model, call charges will apply as set out in 'call charges' at sections 9.11 to 9.21.
- 5.10 If you are using a Dedicated Voice Network Model, call charges will apply to calls to your User answer points and calls made from your User answer points at your standard negotiated call rates for your SIP Connect Service.
- 5.11 Without limiting our other rights, we may charge you any interconnection or similar charges incurred by us as a result of the use of answer point telephone numbers not provided by us on a retail basis, together with our reasonable administration costs.
- 5.12 The pilot numbers must be used only with your Genesys Cloud Service, and must not be used to receive calls other than through your Genesys Cloud Service. If you:
- (a) directly dial pilot numbers; or
 - (b) allow or encourage any person to directly dial pilot numbers,
- we may (at our option):
- (c) revoke the pilot number; or
 - (d) modify your Service so that your pilot numbers cannot be directly dialled.
- 5.13 Telephone numbers are not provided for Genesys Cloud Digital Only Plans taken as a standalone plan.

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6 CAPACITY SHARED NETWORK MODEL

- 6.1 We determine the expected concurrent call capacity you require for call queuing and connected calls to agents based on the following seat ratios.
- (a) If you are using remote stations for your agents we work on a ratio of 2.3 calls for every Genesys Cloud license. For example, if you sign up for 10 Genesys Cloud licences the expected concurrent call capacity would be as per following example
 $10 \times 2.3 = 23$ concurrent calls
 - (b) If you are using WebRTC for your agents we work on a ratio of 1.7 calls for every agent seat. For example, if you sign up for 10 Genesys Cloud licenses the expected concurrent call capacity would be as per following example
 $10 \times 1.7 = 17$ concurrent calls
 - (c) We will provide the same concurrent call capacity for each additional on demand user each month, subject to this not exceeding 30 percent of your committed licenses capacity. If you expect you will need additional on demand capacity, you must tell us at time of application or at least one week in advance of the event.
- 6.2 If you expect that your Genesys Cloud shared network service will receive call traffic in excess of the capacity outlined in 6.1 or exceed 1000 calls per hour, you must tell us at the time of your application. At our request, you must also provide us with any information we reasonably require regarding your anticipated call traffic. We may charge a fee for any additional capacity you require at the shared network plan fee license rate you are on as part of your Genesys Cloud plan.
- 6.3 If you schedule an event that is likely to result in call traffic in excess of 1000 calls per hour, you must tell us at least one week before the event begins. At our request, you must also provide us with any information we reasonably require regarding your anticipated call traffic.
- 6.4 We will try to ensure, but do not guarantee that your Genesys Cloud Service has sufficient capacity to deal with the volume of calls agreed with you.
- 6.5 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, if your Genesys Cloud Service does not have sufficient capacity to deal with the volume of your calls, we may divert your calls to a recorded voice announcement. You will not be charged for these unsuccessful call attempts.
- 6.6 You understand that any peak in calls above the agreed capacity may affect the availability and quality of your Genesys Cloud Service and the Genesys Cloud Service we provide to our other customers.
- 6.7 We may shed your calls at any time if we consider this action necessary to protect our networks and other services.
- 6.8 If you are on the Dedicated Voice Network Model, your capacity will be determined by the SIP trunks and network capacity provisioned when you

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purchase your service. You should discuss your capacity requirements with your Telstra representative at the time of order. SIP carriage for the Dedicated Voice Network Model is purchased separately.

- 6.9 Voice Capacity does not apply to Genesys Cloud Digital Only Plans taken as a standalone plan.

7 GENESYS CLOUD SERVICE - PLANS

- 7.1 When you order a Genesys Cloud Service from us you must select one plan from the list of Plans below:
- (a) Genesys Cloud 1 (previously known as PureCloud 1);
 - (b) Genesys Cloud 2 (previously known as PureCloud 2);
 - (c) Genesys Cloud 3 (previously known as PureCloud 3);
 - (d) Genesys Cloud Digital Only 2 Plan; or
 - (e) Genesys Cloud Digital Only 3 Plan;
- (each a **Plan**).
- 7.2 You may only select one Plan from the Genesys Cloud 1, 2 or 3 Plans for each Genesys Cloud Service. You cannot have a blend of Genesys Cloud 1, 2 or 3 Plans.
- 7.3 You may only select one Plan from the Genesys Cloud Digital Only Plans for each Genesys Cloud Service. You cannot have a blend of Genesys Cloud Digital Only Plans.
- 7.4 You can add a Genesys Cloud Digital Only Plan to a Genesys Cloud 1, 2 or 3 Plan. If you add a Genesys Cloud Digital Only Plan to a Genesys Cloud 1, 2 or 3 Plan, the Plan number must be the same as the Genesys Cloud 1, 2 or 3 Plan.
- 7.5 You must choose one license type for your Plan from either a named User or concurrent User. If you add a Genesys Cloud Digital Only Plan to a Genesys Cloud 1, 2 or 3 Plan, the licence type must be the same across both Plan types. For example if you have taken a Genesys Cloud 2 Concurrent Plan then the Digital only plan would be Digital only 2 concurrent. If you have taken a Genesys Cloud 3 named plan the Digital only plan would be Digital only 3 named.
- 7.6 The details of each Plan are available on request, and the Plan you have chosen is set out in your Application Form or your separate agreement with us.

8 TERM, TERMINATION AND VARIATIONS

Term

- 8.1 The Term of your Genesys Cloud Service comprises:

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- (a) the Ramp Up Period;
- (b) the Initial Service Term set out in the Application Form or your separate agreement with us; and
- (c) any additional period that we provide the Genesys Cloud Service to you under section 8.3 below,

unless terminated earlier in accordance Our Customer Terms (including this section 8) or your separate agreement with us, in which case, the Term continues until the effective date of the termination.

8.2 The Initial Service Term begins either:

- (a) one hundred and twenty (120) days after you submit your Application Form or separate agreement to us; or
- (b) when you go live using the Genesys Cloud Service,

which ever comes first (**Start Date**). Prior to the Start Date, you have up to 120 days in which to configure and implement your Genesys Cloud Service (**Ramp Up Period**). For clarity, you are bound by these terms when you submit your Application Form or separate agreement to us.

8.3 You need to notify us 45 days prior to the expiry of the Initial Service Term whether or not you want to renew your Genesys Cloud Service for a further term (**Renewal Term**). If you choose to renew your Genesys Cloud Service for a further term, the renewal of your Genesys Cloud Service will be at the then current Genesys Cloud Service Plan license pricing for a new Renewal Term. If you fail to notify us as above, we will continue to provide your Genesys Cloud Service on a month-to-month basis at the then current month to month Genesys Cloud Service Plan license Pricing (available upon request) until either you or we cancel the Genesys Cloud Service with at least 45 days' notice.

Early termination

8.4 You may cancel your Genesys Cloud Service at any time by giving us 45 days' written notice.

8.5 If, during the Ramp Up Period, the Initial Term or any subsequent Renewal Term for your Genesys Cloud Service (**Committed Period**):

- (a) you cancel your Genesys Cloud Service for any reason other than our material breach; or
- (b) we cancel your Genesys Cloud Service for your breach of this Cloud Contact Centre Genesys section of Our Customer Terms,

then we may charge you an Early Termination Charge equal to the actual costs and expenses that we have incurred or committed to in anticipation of providing the service to you and that cannot be reasonably avoided by us as a result of the cancellation, which will not exceed an amount calculated as follows:

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If none of your Ramp Up Period, Initial Period or current Renewal Term commenced on or after 17 August 2020:

Early Termination Charge (ETC) = (70% x A) x B + C + D

Where:

"A" = the agreed monthly charges for the relevant Committed Period for the Genesys Cloud Service as at the date you notify us of termination

"B" = the number of months (or part of a month) or years (or part of a year) remaining in the relevant Committed Period

"C" = any unpaid excess usage charges

"D" = any unpaid, discounted or waived setup or Professional Services charges.

If any of your Ramp Up Period, Initial Period or current Renewal Term commenced on or after 17 August 2020:

Early Termination Charge (ETC) = (70% x A) x B + C + D

Where:

"A" = our standard charges for the Genesys Cloud Service as at the date you notify us of termination (disregarding any discounts on those charges that we may give you from time to time)

"B" = the number of months (or part of a month) or years (or part of a year) remaining in the relevant Committed Period

"C" = any unpaid excess usage charges

"D" = any unpaid, discounted or waived setup or Professional Services charges.

You acknowledge that this amount is a genuine pre-estimate of the loss we are likely to suffer.

- 8.6 If you have pre-paid your Genesys Cloud Service fees, then we will refund an amount calculated as follows:

Refund = (A x B) - ETC

Where:

ETC = the early termination charge calculated in accordance with clause 8.5

"A" = the agreed monthly charges for the relevant Committed Period for the Genesys Cloud Service as at the date you notify us of termination

"B" = the number of months (or part of a month) or years (or part of a year) remaining in the relevant Committed Period

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Expiry or termination of our supply agreements

- 8.7 If we are unable to supply your Genesys Cloud Service due to the expiry or termination of any agreement between us and any of our suppliers, we may cancel your Genesys Cloud Service (or any part of it) or transfer you to a reasonably comparable service without liability to you. We will give you much notice as possible in the circumstances. If we transfer you to a reasonably comparable service and this has more than a minor detrimental impact on you, you may cancel your service without having to pay any early termination charges for that service.

Downgrades

- 8.8 You may add additional licensing and/or functionality to your Genesys Cloud Service during the Committed Period for that Genesys Cloud Service. However, downgrades of any kind are not permitted.

9 CHARGES

Service charges

- 9.1 Billing of your Genesys Cloud Service commences on the Start Date. From the Start Date you are agreeing to purchase a minimum number of User licenses for the duration of the relevant Committed Period (**Minimum Commitment**). You are charged your entire Minimum Commitment either monthly, annually or upfront for the relevant Committed Period, as outlined in your Application Form or separate agreement with us.
- 9.2 The charges for your Genesys Cloud Service are comprised of:
- (a) the relevant subscription charges for the Genesys Cloud Service Plan which will include a minimum quantity of monthly or annual User licenses (named or concurrent), add-ons (where applicable) and shared voice network plan fees (where applicable). These subscription charges are charged in advance;
 - (b) charges for extra usage, Variable and On Demand usage or User licenses above your minimum commitment, which will be charged in arrears;
 - (c) fees for any applicable Professional Services charged in arrears; and
 - (d) once off activation fees as applicable charged in arrears
 - (e) charges for hardware if your service is a Dedicated Voice Network Model, which will be charged in arrears,
- as set out in your Application Form or in your separate agreement with us.
- 9.3 We will invoice you either monthly annually, or upfront for the Committed Period as set out in your Application Form or separate agreement with us.
- 9.4 As well as the charges for your Genesys Cloud Service, you must pay us for the other telecommunications services we provide in connection with your



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Genesys Cloud Service (such as your inbound telephony, internet, SIP or IP VPN service).

What defines a billable named User for the Genesys Genesys Cloud Services?

- 9.5 A named User is anyone that has logged in to the Genesys Cloud Service at least once during the relevant billing month. The User type billed is the highest level license they were assigned during the billing period. At a minimum, you will be billed your Minimum Commitment of named user licenses – calculated monthly - from the Start Date (or, if later, commencement of the relevant Committed Period). Any users logged in above the Minimum Commitment of named user licences in any given billing month will be treated as On Demand Usage (over usage also referred to as burst usage) and are charged in arrears at the On Demand User License rate (previously known as burst user license rate) set out in your Application Form or separate agreement with us

What defines a billable concurrent User for Genesys Cloud Services?

- 9.6 Concurrent Users are only supported for Genesys Cloud 1, 2, or 3 Plans. If a concurrent license model is selected, all your Genesys Cloud Service Users are licensed as concurrent. Genesys Cloud Service does not support a mix of named and concurrent User types. A concurrent Genesys Cloud user is anyone that has logged into the Genesys Cloud Service at least once during the relevant billing month. At a minimum, you will be billed your Minimum Commitment of concurrent user licenses – calculated monthly - from the Start Date (or, if later, commencement of the relevant Committed Period). Any On Demand Usage will be charged in arrears at the On Demand User License rate set out in your Application Form or separate agreement with us. However, to support shift changes, usage peaks shorter than 30 minutes in duration are disregarded for the purpose of calculating over usage. Concurrent billing in the Genesys Cloud Service is limited to organisations that are contained within a single geographic region.
- 9.7 If you increase your subscription plan for the Genesys Cloud Service, the changes to the charges for the Genesys Cloud Service will be effective from implementation in our billing systems. You cannot decrease your subscription plan type or number of licenses during your minimum term. There is no pro-rating of monthly license charges, so we recommend adding additional Users licenses at the start of a new billing period
- 9.8 Add on licenses (including AppFoundry, Salesforce and MS Teams licences) are treated as follows:

Named licenses

At a minimum, you will be billed your Minimum Commitment of named user add on licenses – calculated monthly - from the Start Date (or, if later, commencement of the relevant Committed Period). Any On Demand Usage will be charged in arrears at the On Demand User License rate set out in your Application Form or separate agreement with us.

Concurrent

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At a minimum, you will be billed your Minimum Commitment of concurrent user licenses – calculated monthly - from the Start Date (or, if later, commencement of the relevant Committed Period). Any On Demand Usage will be charged in arrears at the On Demand User License rate set out in your Application Form or separate agreement with us. Note: If the user that has been assigned an add on license and that user logs into Genesys Cloud, that user will be counted towards the concurrent usage for that billing period. Regardless of if they use the add on license or not.

How to track your usage

- 9.9 This is a self-serve function. You can monitor your usage in the Genesys Cloud administration interface. This is provided under Account Settings>Subscription>Billing and Usage. This allows you to see your committed usage, on demand usage and variable usage.
- 9.10 You can download your license usage reports for each relevant billing period (month). You will be charged for On Demand and Variable Use retrospectively at the rates outlined in your application form OCT or separate agreement with us.

Call charges

- 9.11 If you use the shared voice network model, you must select one of the shared voice network plans below for each of your Users:
 - (a) Shared Voice Network Essentials; or
 - (b) Shared Voice Network Premium.

If you do not select a shared voice network plan you will automatically be given a Shared Voice Network Essentials plan. You will be charged a monthly fee in respect of each of your shared voice network plans, as set out in your Application Form or separate agreement with us.

- 9.12 You do not have to select a shared voice network plan if you use the Dedicated Voice Network Model.
- 9.13 If you are using the New Zealand SIP Trunk extension with the shared voice network, call charges will apply where calls utilise the Global SIP/GVoIP trunks on your Genesys Cloud service. These will be charged as outlined in your separate Global SIP/GVoIP agreement with us. BYOC trunk charges also apply as set out in clause 36 of this agreement.
- 9.14 If you are using the Shared Voice Network Essentials plan we do not charge you for calls made between your logged in Users or to Genesys Cloud Service User answer points that use an Australian fixed line. Call charges will apply for User answer points that are mobile or international numbers and all other calls such as calls to 13 and 1300 numbers. Calls to premium numbers and international calls are charged at your standard negotiated call rates for your SIP Connect service.
- 9.15 The following call types are included in the Shared Voice Network Essentials plan:
 - (a) Local calls;

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- (b) National long distance (STD®) calls; and
- (c) Voice carriage access.

This excludes calls made by the Genesys outbound dialler.

- 9.16 If you are using the Shared Voice Network Premium plan we do not charge you for calls made between your logged in Users or to Genesys Cloud Service User answer points that use a Australian fixed line or mobile. Call charges will apply for User answer points that are international numbers and for all other calls such as calls to 13 and 1300 numbers. Calls to premium numbers and international calls are charged at your standard negotiated call rates for your SIP Connect service.
- 9.17 The following call types are included in the Shared Voice Network Premium plan:
- (a) Local calls;
 - (b) National long distance (STD®) calls;
 - (c) Calls from fixed lines to mobiles in Australia; and
 - (d) Voice carriage access.

This excludes calls made by the Genesys outbound dialler.

- 9.18 Under the Shared Voice Network Premium Plan you can make a maximum of 400 outbound calls each month per User. For calls made in excess of this amount, you'll be charged at your standard negotiated call rates for your SIP Connect service.
- 9.19 If you are using the outbound dialler, additional call charges apply. A separate calling package is available for purchase. You must tell us at time of order if you plan to use the outbound dialler or during the use of the service if you plan to introduce using the outbound dialler, a change request will be required to implement the new call package if your service is already operational.
- 9.20 If you are using a Dedicated Voice Network Model, standard negotiated call charges will apply to all calls from your SIP service connected to the Genesys Cloud Service this includes calls to your User answer points.
- 9.21 The charges payable by people calling your Telstra Inbound Service are specified in other sections of Our Customer Terms.
- 9.22 Shared Voice Network and Dedicated Voice Network requirements are not applicable to and no voice service is provided with Genesys Cloud Digital Only Plans taken as a standalone service.

Equipment

- 9.23 You may request us to rent to you or sell you equipment for your Genesys Cloud Service and if we agree, we will set out the relevant terms in a separate agreement.

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10 SERVICE LIMITATIONS

- 10.1 You acknowledge and agree that:
- (a) the Internet is not secure and not subject to performance standards. Data sent across the Internet may be delayed or lost, and we cannot guarantee application response times of, or stability of connections to, your Genesys Cloud Service;
 - (b) the Genesys Cloud Service voice is accessible through a dedicated voice network model or a cloud (shared) voice network model, and therefore it may not be continuously accessible due to reliance on the Internet;
 - (c) the software used to provide the Genesys Cloud Service is located on servers that are controlled by third parties and availability of the Genesys Cloud Service may vary as a result of the actions of the third parties; and
 - (d) you are solely responsible for any data or recordings you place in your Genesys Cloud Service, including the quality, accuracy and completeness of that data.
- 10.2 You acknowledge that the applicable online guides contain important information relating to the use of your Genesys Cloud Service. Failure to follow the relevant online guides may impair the Genesys Cloud Service.
- 10.3 You are solely responsible for the use (or attempted use) of your Genesys Cloud Service by you and/or any third party whether authorised or not.
- 10.4 You must comply with our instructions regarding your use of your Genesys Cloud Service.
- 10.5 You must keep your passwords or other identification codes for your Genesys Cloud Service secure.

11 CONTENT

Responsibility for Content

- 11.1 You are solely responsible for all the information, announcements, materials and other content associated with your Genesys Cloud Service (**Content**) and for arrangements with any third parties to access that Content.
- 11.2 It is your responsibility to:
- (a) prepare and maintain the Content unless we have specifically agreed otherwise in writing;
 - (b) deliver the Content to us in the format we require;
 - (c) pay all costs associated with the Content;
 - (d) obtain all consents and licences required for use of the Content as part of your Genesys Cloud Service (for example, if you wish to provide music as part of your Genesys Cloud Service you may need a licence from the Australian Performing Rights Association); and



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- (e) ensure the Content is accurate, is up-to-date, is not misleading, is not defamatory, does not contain offensive language or material, does not breach any applicable laws, standards, content requirements or codes, does not infringe any third party rights, and does not and will not expose us to the risk of any claim, legal or administrative action or prosecution.

No obligation on us to review Content

- 11.3 We are not required to review or edit your Content. However, if we choose to do so, we can delete any Content that we reasonably believe is (or is likely to be) illegal, inappropriate or expose us to the risk of any claim, legal or administrative action or prosecution. We will tell you before we do this (where reasonably possible).

Licence of Content

- 11.4 You grant us a licence to use, disclose and reproduce all Content and all other information you provide us for the purpose of us providing your Genesys Cloud Service.

Content Indemnities

- 11.5 You indemnify us against (and must pay us for) any loss, damage, liability, claim and expense (including, but not limited to, all legal costs and defence and settlement costs) (**Loss**) we incur or suffer that arise naturally (that is, according to the usual course of things) in connection with:

- (a) any claim that any rights of, or claimed or the subject of an application by, any other person may be, or if granted may be, infringed by the Content or use of the Content except to the extent that claim is due to our negligent or wrongful act or failure to act; and
- (b) any breach of clause 11.2(e) of this Genesys Cloud Service section of Our Customer Terms,

except to the extent the Loss is caused or contributed to by us. We will take reasonable steps to mitigate our Loss incurred or suffered in connection with (a) or (b) above (as applicable).

12 SUPPORT

- 12.1 We provide a service desk as part of the Genesys Cloud Service. You can call the service desk or use the assurance support portal (see clause 12.6) to:

- (a) report incidents; or
- (b) make service requests.

- 12.2 Our target support services are as follows:

Item	Support Service
Proactive Monitoring	Every Day

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Coverage Hours	Service Desk: Every Day 24 x 7 Incident Response Severity 1 and 2 every Day Incident Reponse Severity 3 and 4 Business Days
Response Targets	Severity 1: 15 Minutes Severity 2: 60 Minutes Severity 3: 120 Minutes Severity 4: 1 Business Day
Restoration Targets	Severity 1: 4 Hours Severity 2: 2 Business Days Severity 3: 5 Business Days

The service desk does not provide support for other Telstra products or services, even if they are related to your Genesys Cloud Service (for example, your inbound voice service, internet service or IP VPN service or Dedicated SIP Service). If you require support in relation to other Telstra products, you should use the service desks provided for those products.

- 12.3 We aim to respond to and resolve service desk requests as per the table set out in clause 12.2 above. We do not guarantee to respond to or resolve issues within these time frames.
- 12.4 If we determine that we need to change your Genesys Cloud Service in order to fix a fault not caused by Telstra, we will not make the change until we have agreed that change with you. You acknowledge that some changes may incur additional charges, be subject to extra terms, or both.
- 12.5 We may modify, enhance or update the Genesys Cloud Services from time to time, provided that we give you reasonable notice of any modifications, enhancements or updates that would have the effect of materially prejudicing or materially reducing your use of, or the functionality of, your Genesys Cloud Services.
- 12.6 If you use the assurance support portal to report incidents or make service requests, the portal terms and conditions set out section 27 will apply.

13 AVAILABILITY

- 13.1 We will provide your Genesys Cloud Service in accordance with the service levels set out in this clause 13.
- 13.2 In this section 13:
 - (a) **Available or Availability** means the extent to which the Genesys Cloud Service is able to process Cloud Interactions for you;
 - (b) **Cloud Interactions** means interactions including voice, chat, email, web , WFM,
 - (c) **Relevant Fees** means the minimum fees for the Services that you must pay to us in connection with this Genesys Cloud Service section of Our Customer Terms, in the relevant month (excluding any usage fees for that month);

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- (d) **Planned Outage** means any planned work which requires the unavailability of the Genesys Cloud Service or key functionalities of the Genesys Cloud Service; and
 - (e) **Unplanned Outage** means any interruption of 90 seconds or more in the Availability or key functionalities of the Genesys Cloud Service which is not a Planned Outage.
- 13.3 We aim for the Genesys Cloud Service to be Available to process Cloud Interactions for you 99.95% of the time measured on a monthly basis (**Availability Service Level**). We will make the Genesys Cloud Service available 24 hours a day, 7 days a week, and use reasonable efforts to meet the Availability Service Level, except for the following exclusions:
- (a) occasional planned outages at non-peak hours (for which we will provide advance notice); or
 - (b) any unavailability caused by circumstances beyond our reasonable control, including failure or delay of your Internet connection, misconfiguration by you or any third party acting on your behalf, issues on your network, or telecommunications services contracted directly by you; actions of a third party provider.
- 13.4 Calculation of Availability excludes Planned Outages (provided we notify you of each Planned Outage prior to the Planned Outage), but includes Unplanned Outages.
- 13.5 If we fail to meet the Availability Service Level in any calendar month, you will be entitled to a Service Level Rebate, for the fees that would otherwise be payable in respect of that month, as set out in the table below:

Actual Availability	Service Level Rebate (% of the Relevant Fees)
99.90% to 99.95%	0% Relevant Fees
99.50% to 99.89%	10% Relevant Fees
<99.49%	30% Relevant Fees

- 13.6 Variable fees (for example, fees for usage in excess of a committed amount, fees for Professional Services) are excluded from the calculation of the Service Level Rebate.
- 13.7 Our liability for Service Level Rebates is subject to the following:
- (a) You must place a written request to us for the Service Level Rebate within 15 days after the end of the applicable calendar month;
 - (b) Your request for the Service Level Rebate must contain a description of the service incident including the date and approximate beginning and ending time and such other reasonably requested facts to enable our investigation and verification of the incident;
 - (c) We are not liable for service incidents caused by services, equipment, networks and the like that we do not control, incidents caused by any carriage services (including network services) and cloud data centre services (including infrastructure or platform as a

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service services), your software, services, computers, facilities, power failures, or integrations of the Genesys Cloud Services with any integration;

- (d) Where failure to meet the Availability Service Level is, in whole or in part, due to the failure of another service provided to you by Telstra (for example, one of the services described in clause 3.4 of this Schedule), then your remedy will be as set out in the agreement governing your use of that service and we will not be required to provide Service Level Rebates under this Cloud Contact Centre Genesys section of Our Customer Terms;
- (e) We are also not responsible for incidents arising in connection with modifications made by you, internet connectivity, or Force Majeure events. No Service Level Rebate is owed if you are in breach of the terms of this Cloud Contact Centre Genesys section of Our Customer Terms;
- (f) You will be responsible and liable to us if you use any tool or ability to modify the Service in a manner otherwise than permitted by us;
- (g) The Service Level Rebate is based solely on the Minimum Period Fees for you; and
- (h) If we fail to meet the Availability Service Level for any three or more months (consecutive or otherwise) in any calendar year, you have the right to immediately terminate Genesys Cloud Service by written notice to us.

13.8 The Service Level Rebates set out our entire liability for failure to meet the Availability Service Level.

14 ADDS, MOVES AND CHANGES

- 14.1 You have to nominate at least one person as an Authorised Administrator, and provide contact details for that person. Only your Authorised Administrator can request changes to your Genesys Cloud Service.
- 14.2 We carry out adds, moves and changes during the hours of 8am and 5pm Australian Eastern Standard Time Monday to Friday (excluding public holidays in the State or Territory where our staff are located).
- 14.3 If you ask us to perform any adds, moves or changes additional charges may apply. We will tell you what the charges are when you ask us to carry out the work.
- 14.4 We will use our standard Product Change Request Form to quote and process services for any adds, moves, changes and requests for additional professional services charges if you have contracted under Application Form or a Business Services Agreement. A copy of the Product Change Request Form will be provided upon your request. No work will be carried out until you have provided written approval of the Product Change Request Form.
- 14.5 If you require a formal contract variation to your Business Services Agreement (instead of a standard Product Change Request Form or to include services already approved in a standard Product Change Request Form), a processing fee will apply.

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15 PROFESSIONAL SERVICES

- 15.1 We have on-site Professional Services available on Business Days to train you to configure, maintain, manage and operate your Genesys Cloud Service yourself.
- 15.2 The terms on which we provide Professional Services are set out in the Professional Services section of Our Customer Terms (www.telstra.com.au/customer-terms/business-government/other-services/professional-services). Pricing will be set out in your Application Form, Product Change Request Form, or separate agreement with us.
- 15.3 Travel costs are included in the charges for Professional Services if the relevant travel is within 50kms of the CBD of Sydney, Melbourne or Brisbane. In all other cases, we will charge you for travel and other reasonable expenses and we will provide you with a quotation. Details of any travel charges will be set out in your Application Form or in your separate agreement with us.
- 15.4 You must work with our Professional Services team to determine any start-up and training requirements for your Genesys Cloud Service.
- 15.5 Start-up and training Professional Services time may be allocated amongst the following Professional Services:
- (a) administration consulting and configuration;
 - (b) User training; and
 - (c) training the trainer.
- 15.6 We will give you a quotation for start-up and training Professional Services. The Professional Services will be set out in your Application Form or your separate agreement with us

Additional Professional Services

- 15.7 Additional on-site Professional Services and remote Professional Services we can provide include:
- (a) project management;
 - (b) design;
 - (c) consulting;
 - (d) training;
 - (e) documentation advice and production; and
 - (f) ongoing management of your Genesys Cloud Service.
- 15.8 Subject to section 14.5, we will give you a quotation if you request additional Professional Services, using our standard Product Change Request Form.



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16 LICENCE TERMS

- 16.1 We grant you a non-exclusive, non-transferable right during the Term to use the Genesys Cloud Service as provided by us, only for your internal business purposes.
- 16.2 You must comply with the licence terms set out at
- (a) <https://help.mypurecloud.com/articles/global-genesys-cloud-service-terms-and-conditions>; and
 - (b) <https://help.mypurecloud.com/articles/genesys-cloud-voice-service-third-party-terms>;
- as amended from time to time.
- 16.3 If there is any inconsistency between the Licence Terms and Our Customer Terms, Our Customer Terms will apply to the extent of the inconsistency.
- 16.4 Your licence terminates immediately if your Service is cancelled for any reason.
- 16.5 We or our supplier own and reserve all right, title, and interest in and to the Genesys Cloud Service.
- 16.6 You or any of your Users may not or attempt to:
- (a) license, sell, lease or otherwise make the Genesys Cloud Service, or any like service, available to non-subscribers;
 - (b) use the Genesys Cloud Service in a way that violates any law, regulation or mandate, or these terms for your Genesys Cloud Service; or
 - (c) take any action that jeopardizes our or our supplier's confidential or proprietary information or acquire any right in the Genesys Cloud Service or in anything else shared with or made available to you.
- 16.7 Unusually high usage of the Genesys Cloud Service may impair our ability to provide high quality services and/or indicate unauthorized use of the Genesys Cloud Services, in which case, acting reasonably, we may suspend or terminate your use.

17 YOUR RESPONSIBILITIES

General

- 17.1 In order to provide the Genesys Cloud Services to you (including any Professional Services), we may need input or assistance from you.
- 17.2 You understand that the Genesys Cloud Service may be unsuitable, may have errors and/or may be delayed if you do not give us the assistance we ask for.
- 17.3 We may charge you an additional fee for any delay or additional work we are required to perform because you have not given us the assistance we needed, or if you gave us inaccurate or incomplete information.
- 17.4 You:

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- (a) must maintain any reasonable and appropriate administrative, physical, and technical security regarding the account ID, password, antivirus and firewall protections, and connectivity with the Services;
- (b) must maintain strict security over all VoIP Services lines;
- (c) acknowledge that the Genesys Cloud Service provides you with the ability to reach 000 emergency services when using the shared network Australia voice trunks, however the cloud service will not provide your location. 000 emergency service **cannot** be dialed from the New Zealand voice trunk extension. You acknowledge you will inform any individuals who may be present where the Services are used. You must ensure that all Users have a non Genesys service standalone phone at their location for dialing emergency services;
- (d) acknowledge that the Genesys Cloud Service provides you with the ability to reach 111 emergency services when using the New Zealand Global SIP voice trunks, however the cloud service will not provide your location and the 111 emergency service cannot be dialed from the shared network Australia voice trunks. You acknowledge you will inform your Users including any individuals using the Services and those who may be present where the Services are used of this limitation. You must ensure that all Users have a non Genesys service standalone phone at their location for dialing emergency services;
- (e) acknowledge that you are aware of and understand the Security Features associated with the Genesys Cloud Services and will use such Security Features in all instances when Sensitive Information may be captured and used;
- (f) accept sole responsibility for the method and manner of performing Recordings, such that it is compliant with all applicable laws;
- (g) will undertake Recordings only for diagnostic, quality assurance, archival, and/or support purposes, and in any event only for purposes required and in compliance with, all applicable laws;
- (h) must ensure that:
 - (i) recordings do not include any bank account number, credit card number, authentication code, Social Security number, or other personal or Sensitive Information, except as allowed or required by all applicable laws; or
 - (ii) recordings are encrypted at all times. To the extent Recordings are encrypted or where encryption is electable by you as part of the Genesys Cloud Service, you must elect to implement such encryption. You must not modify, disable, or circumvent the Recording encryption feature within the Services and must otherwise ensure that it will use the Services in compliance with the encryption feature;

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- (i) must implement the necessary controls to ensure that you do not use the Genesys Cloud Service for any of the following:
 - (i) to store, process, or transmit material (including Your Data) that is tortious or in violation of any applicable laws ;
 - (ii) to transmit malicious code;
 - (iii) to interfere with, unreasonably burden, or disrupt the integrity or performance of the Genesys Cloud Services or third-party data contained therein;
 - (iv) to attempt to gain unauthorized access to systems or networks; or
 - (v) to provide the Genesys Cloud Services to third parties who are not Users, including, by resale, license, loan or lease; and
 - (j) must use commercially reasonable efforts to prevent and/or block any use prohibited under this Cloud Contact Centre Genesys section of Our Customer Terms by your personnel or Users.
- 17.5 You must not, and must ensure that your employees, contractors or agents do not, attempt to gain unauthorised access to the Genesys Cloud Service, accounts, computer systems or networks connected to the Genesys Cloud Service, through hacking, password mining or by any other means.
- 17.6 You must not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Genesys Cloud Service.
- 17.7 It is your responsibility to prepare and maintain the location where the hardware is installed so as to conform to any utility, climate control, wiring, networking and communication interface specifications and to perform all regular maintenance on the Genesys Cloud Service Edge Devices.
- 17.8 Its your responsibility to ensure your environment complies with the Genesys Cloud Service environment checklist prior to service commencement and ensure your environment is maintained in line with the Genesys Cloud Service environment requirements.

Suspension

- 17.9 We may suspend or cancel your Genesys Cloud Service on reasonable notice to you if you breach, or we suspect that you may have breached, the terms of this Cloud Contact Centre Genesys section of Our Customer Terms. During suspension, all fees remain payable. We may impose a re-start fee as set out in your Application Form or separate agreement if a suspension of your Genesys Cloud Service is wholly required because of your breach of this this Cloud Contact Centre Genesys section of Our Customer Terms.
- 17.10 We may deactivate and block your access to the Genesys Cloud Service and retain Your Data (as required) if either you or we are:
- (a) served with any court order, judgment, decree, determination or otherwise by any Competent Body that Your Data is illegal, offensive, objectionable or in breach of a third party's rights; or

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- (b) directed to do so by a Competent Body.

Assistance

17.11 You must:

- (a) ensure that all the information you give us is accurate and complete;
- (b) give us all assistance that we reasonably request or that is otherwise necessary to perform equipment testing, Professional Services or the Genesys Cloud Services generally (including by making staff available to answer questions);
- (c) perform your own User acceptance end-to-end testing of the solution if we tell you to;
- (d) give us access to your network and premises on reasonable notice; and
- (e) provide us with a safe working environment.

Keeping your contact details up to date

17.12 From time-to-time we will need to get in contact with you regarding your Genesys Cloud Service, so it's important that you keep your organisation's details up-to-date.

17.13 To use the Genesys Cloud Service, you also need to ensure that your Authorised Administrator contact details are correct and kept up-to-date.

17.14 You can update your contact details via the service desk.

Your Data

17.15 Where you provide us any information or data of any kind in connection with the Services, you acknowledge and agree that we may use, copy, modify and transmit that data as necessary to provide the Genesys Cloud Service to you, including by providing it to third party service providers (to whom we may grant the same rights as you grant us). You warrant that you have the right to give us any information or data provided in connection with your Genesys Cloud Service.

17.16 You are solely responsible for the content of your and your customer data.

17.17 Genesys Cloud Service data is stored in Australia, but there may be limited processing or access from outside Australia in order to support your Genesys Cloud Service.

Historical Data Retention in the Genesys Cloud Performance View

17.18 Access to this feature ended in March 2023. Genesys Cloud performance views using our synchronous analytics/conversations/details endpoint have a max retention of 558 days (18 months) online. From 1st of March 2023 Genesys recommends you use (/api/v2/analytics/conversations/details/jobs) for historical queries you can find at this location <https://developer.genesys.cloud/analyticsdatamanagement/analytics/jobs/c>



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[onversation-details-job](#). For recent data, Genesys recommends that you use the notifications service when possible. Currently, Genesys Cloud are not able to fulfill individual requests to extend data access within our API endpoints for data older than 5 years of age. The data remains safely stored in our archive

- 17.19 You can also access recordings older than 558 days in the [Interactions view](#). For more information, see [Retention period for analytics data and recording](#).
- 17.20 Genesys allows data to be retained on its platforms for the term of your Genesys Cloud agreement. If you exceed your provided data allocation as outlined in section 20 of these terms (Genesys Cloud Data Storage) you will be billed for additional data storage. Retention periods online apply. You can view the details here <https://help.mypurecloud.com/articles/retention-period-for-analytics-data-and-recording/>.

18 FAIR USE INCLUSIONS

18.1 The following Genesys Cloud Service features are subject to a fair use policy:

- (a) BYOC Cloud;
- (b) Data storage;
- (c) Basic routing / IVR;
- (d) API on demand; and
- (e) Voice transcription.

18.2 You can use up to the "fair use" amounts allocated by your Plan and license type per month as outlined below. If you exceed your provided allocation, you are billed an overage charge based on the rates in this our Customer Terms. The Fair use allocations are based on per license per month.

Product Feature	Genesys Cloud 1 Named (Named)	Genesys Cloud 1 concurrent	Genesys Cloud 2 Named	Genesys Cloud 2 Concurrent	Genesys Cloud 2 Digital Only Named	Genesys Cloud 2 Digital Only Concurrent	Genesys Cloud 3 Named	Genesys Cloud 3 Concurrent	Genesys Cloud 3 digital only named	Genesys Cloud 3 digital only concurrent
BYOC Cloud (Minutes)	5,000	6,500	5,000	6,500	N/A	N/A	5,000	6,500	N/A	N/A
Data Storage (Gigabytes)	17.5	22.75	25	32.5	8	10	32.5	42.25	15	20
Basic routing / IVR (Minutes)	1,750	2,275	2,500	3,250	N/A	N/A	3,250	4,225	N/A	N/A
API on-demand (APIs)	75,000	97,500	110,000	143,000	110,000	143,000	140,000	182,000	140,000	182,000



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Product Feature	Genesys Cloud 1 Named (Named)	Genesys Cloud 1 concurrent	Genesys Cloud 2 Named	Genesys Cloud 2 Concurrent	Genesys Cloud 2 Digital Only Named	Genesys Cloud 2 Digital Only Concurrent	Genesys Cloud 3 Named	Genesys Cloud 3 Concurrent	Genesys Cloud 3 digital only named	Genesys Cloud 3 digital only concurrent
Voice Transcription (Minutes)	5,000*	6,500*	5,000*	6,500*	N/A	N/A	5,000	6,500	N/A	N/A

*= Voice Transcription only available in Genesys Cloud 1 and 2 with the WEM Add On.

+ = Voice Transcription is available when Voicemail notifications is enabled.

You can track your usage within Genesys Cloud under the Subscription tab. Billing and Usage

19 BYOC Cloud

Services signed or renewed prior to 1 May 2022

- 19.1 The BYOC Cloud solution provides flexibility and interoperability to the Genesys Cloud by allowing you to define SIP trunks between the Genesys Cloud AWS-based Edge and Media Tier and Telstra carriage over the public Internet.
- 19.2 BYOC is currently only available through Telstra for the New Zealand voice SIP Trunk extension using Telstra Global SIP/GVOIP carriage. Telstra does not support third party carriage under this model. Note: trunk and call charges apply these are purchased separately through Telstras Global SIP/GVoIP products.
- 19.3 BYOC is priced with a usage fee of \$ 0.00156 AUD per minute per call traversing a BYOC trunk, based on 1/10th of a minute (6 second) intervals, and rounded up to the nearest 1/10th of a minute. This usage fee is what Genesys Cloud charges to cover the AWS bandwidth and media processing costs of BYOC trunks. The usage fee does not include any additional items the customer may be liable for, including other billable Genesys Cloud items, carriage or trunk fees. These charges are billed retrospectively
- 19.4 BYOC pricing

License Type	Per minute per call (AUD)
Named	\$0.00156
Concurrent	\$0.00156

Services signed or renewed after 1 May 2022

- 19.5 The BYOC Cloud solution provides you with fair usage outlined in clause 18.2.
- 19.6 You will be charged a usage fee of \$0.00156 per minute per call traversing a BYOC Cloud trunk, based on 1/10th of a minute (6 second) intervals, and

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rounded up to the nearest 1/10th of a minute, if you exceed your fair usage amount in a month. These charges will be charged retrospectively.

20 GENESYS CLOUD SERVICE DATA STORAGE

20.1 Genesys Cloud Service is subject to a fair use policy for data storage as set out in clause 18.2. The fair use allocations are provided for your organization by counting the number of billable users of each license type during the period and applying the allowance for each user to determine the total amount of allocated data storage for your organization during the period.

20.2 The following items count towards your allocated data storage:

- (a) Policy-based call recordings;
- (b) Policy-based digital recordings (email, message, chat), including any attachments;
- (c) Policy-based screen recordings.

Note: Once you archive these items, they no longer count towards your allocated data storage.

20.3 The following items do not count towards your allocated data storage:

- (a) Policy-based items that have been archived;
- (b) User recordings (ad-hoc recordings);
- (c) Collaborate chats;
- (d) Voicemails;
- (e) Transcripts of policy-based call recordings.

20.4 Screen recording archival is limited to one year. After that, screen recordings will be deleted. If you want to keep screen recordings archived longer than one year, you should move the recordings to your own long-term storage location.

20.5 For the purposes of illustration only, if company A purchases a Genesys Cloud 2 Named User plan for 20 agents, they would have a combined data allowance of 500GB for their Genesys Cloud Service. The combined data allowance is a result of the 25GB per billable agent and the number of agents. The company is billed for all gigabytes of data storage over 500GB each month.

20.6 Over usage charges for Genesys Cloud Service data storage are detailed below

Interaction Storage	Description	Per GB per month (\$AUD ex GST)
Additional Interaction Storage	1GB Storage per month	0.325 AUD

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- 20.7 You can refer to <https://help.mypurecloud.com/articles/storage-calculator/> to assist in understanding storage model and usage requirements

21 BASIC ROUTING / IVR

- 21.1 Basic routing / IVR includes these features:

- (a) DTMF
- (b) Set Language
- (c) Transfer to Queue
- (d) Play Audio
- (e) Decision Trees
- (f) Switch Statements
- (g) Menus, Transfers, Disconnects
- (h) External Data Dips
- (i) Genesys native ASR
- (j) Genesys native TTS

- 21.2 You can use up to the "fair use" basic routing / IVR amounts allocated as set out in clause 18.2. Basic IVR is consumed when using inbound call, outbound call, and secure call flows and includes the full set of IVR features. The fair use allocations are provided for your organization by counting the number of billable users of each license type during the period and applying the allowance shown in the table below for each user. Genesys uses this formula to determine the total amount of allocated basic routing / IVR minutes for your organization during the period. Genesys provides you with a way to track actual basic routing / IVR usage.

- 21.3 A session timer measures IVR usage. The session timer records a session duration that starts at the IVR flow initiation and ends at the end of IVR flow execution. This includes time spent in the inbound call flow and, if present, the bot flow. These session durations are then aggregated to monthly IVR duration values for the billing period. The timer measures each IVR session to the millisecond. IVR flows ending events include transfer to ACD, disconnect, and exit.

- 21.4 If you exceed your basic IVR allocation, you are billed an over usage charge per minute, per month.

- 21.5 The per minute rate for IVR minutes consumed over the Basic IVR Allocation are 0.013 ex GST AUD.

- 21.6 For the purposes of illustration only, if you have (20) Genesys Cloud 2 Named seats active in a certain month, you will receive 50,000 Basic IVR minutes that month.

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22 API CALL

- 22.1 This Fair Use policy applies to new Genesys Cloud Services and Genesys Cloud Service renewals from 7 September 2019.
- 22.2 The Genesys Cloud Service offers a robust public API (**Genesys Cloud API**) that enables you to build integrations between the Genesys Cloud Service and your own software and systems, as well as third party apps and extensions. A fair use policy applies to the Genesys Cloud API. You can use the API up to the "fair use" amounts allocated per Plan license without charge. You can track your usage of the Genesys Cloud API against your monthly allocation in the Genesys Cloud Administration interface. If you use the Genesys Cloud API beyond the fair use allocations, you will be charged per API request over your allotment. The Genesys Cloud Service provides fair use allocations for your organization by counting the number of users of each license type during the billing period, and applying the allowance shown in the table below for each license, to determine the total amount of allocated API requests for your organisation during the billing period.

API Requested Allocation included with Subscription

- 22.3 Refer to 18.2 for included allowances.

Over usage Charge for API Calls.

- 22.4 If your organization exceeds the above allocation in a given month, you are billed at the rate below for API Requests consumed over the allocation amount.

License Type	Price per API request (AUD)
Named	\$0.00013 (excl GST)
Concurrent	\$0.00013 (excl GST)

Example: If you purchase a Genesys Cloud 2 named user plan licenses for 20 users, you would have a combined API request allocation of 2,200,000 per month for your Genesys Cloud organisation. The combined API request allocation is a result of the 110,000 API requests allotment per user and the number of users (20). You are billed for all API requests over 2,200,000 each month.

23 VOICE TRANSCRIPTION

- 23.1 A voice transcript is a textual representation of the words spoken during a voice interaction and provides a view into the interaction between the customer and internal participants (that is, IVR, ACD, agent, conference, or voicemail). With regards to voice interactions, when you enable voice transcription for portions of an audio interaction, the audio is transcribed into text by the transcription service
- 23.2 Voice Transcription is only available with Genesys Cloud 3 plans
- 23.3 Genesys Cloud has as a fair use policy for voice transcription for Genesys Cloud. Customers can use up to the "fair use" voice transcription amounts allocated per user without charge. Tools are provided to track actual voice transcription usage under the administration area of Genesys Cloud.

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Customers who exceed the voice transcription allocation are billed a charge per minute per month as outlined below. The fair use allocations are provided for your organisation by counting the number of billable users of each license type during the period, and applying the allowance shown in the table below for each user to determine the total amount of allocated voice transcription minutes for your organization during the period

23.4 Voice transcription includes these features:

- (a) Transcription of voice interactions (both external and internal channels) into words;
- (b) Confidence scores for every word detected;
- (c) Timestamps for the start of every word detected and the word duration;
- (d) Participant information for each fragment of the transcript;

23.5 Additional charges will apply to you if you exceed the monthly voice transcription allocation set out in clause 18.2. The excess Voice transcription charges will be billed at the price in the table below:

License Type	Voice transcription usage charge per minute (AUD)
Genesys Cloud 3 (Named)	\$0.013
Genesys Cloud 3 (Concurrent)	\$0.013

24 EDGE LICENCE AND WARRANTIES

- 24.1 Edge License and Warranties in clause 24.2 apply to any Edges purchased prior to 31st January 2021. For Edges purchased from 1 February 2021 warranties and terms and conditions will be outlined in your Application Form or separate agreement for Edge with us.
- 24.2 The warranties and your licence obligations relevant to Genesys Cloud EDGE purchased prior to 31 January 2021 are set out in the document at <https://help.mypurecloud.com/articles/purecloud-edge-warranty/>. The warranties and your licence obligations relevant to Genesys Cloud EDGE are set out in your application form or separate agreement if purchased from 1 February 2021.
- 24.3 You acknowledge these warranties and must comply with your obligations set out in that document.

25 OWNERSHIP

- 25.1 You understand that we (or our licensors) own all rights (including intellectual property rights) in or related to the Genesys Cloud Service.
- 25.2 You must not take any action that jeopardises our (or our licensors') rights in or related to the Genesys Cloud Service.
- 25.3 We (or our licensors) will own all rights in any copy, translation, modification, adaptation or derivation of the Genesys Cloud Service, including any improvement or development of the Genesys Cloud Service.



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- 25.4 You must promptly do anything that we reasonably ask from time to time (such as obtaining consents and signing documents) to assign these rights to us or our licensors or perfect these rights in our (or our licensors') name.
- 25.5 On request we will provide you a copy of the solution design of your Genesys Cloud Service and call flows documented for your Genesys Cloud Service. These may be provided in Microsoft Word, Excel, Visio or similar format. There may be a fee for service to provide these documents to you (the details of which we will provide to you at the time of your request). You are not entitled to extraction of flows or source code of any software associated with your Genesys Cloud Service.

26 COMPLIANCE

The compliance option is not available to customers who sign up or recontract their Pure Cloud Service from 13 January 2020.

- 26.1 You can ask us to comply with particular standards when we provide the Genesys Cloud Service.
- 26.2 If we agree to comply with standards in the provision of your Genesys Cloud Service, we will provide the standards as an additional Professional Services engagement at additional cost and subject to additional terms, as described in clause 15 (Professional Services) above.

27 TELSTRA ASSURANCE SUPPORT PORTAL

What is the Portal?

- 27.1 On and from the date that you take up the Genesys Cloud Service, we will provide you access to an online web portal (**Portal**).
- 27.2 The Portal allows you to place service requests, log incidents, place purchase orders and other features that we will add (and advise you) from time to time for selected services that we advise you can be used with the Portal (**Eligible Services**) contracted under your Agreement with us for a Telstra hosted application.

Use of the Portal

- 27.3 You must not appoint or allow a third party without our express written permission to act on your behalf in relation to the Portal.
- 27.4 You may only appoint a person within your organisation to access the portal on your behalf (**Authorised User**).

Access by an Authorised User

- 27.5 An Authorised User may access your online account in every way available to you. An Authorised User may access and operate your online account in one or more of the following ways:
- (a) placing orders for Eligible Services via the web interface on your behalf for any of your employees by sending orders directly through to us;

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- (b) placing orders on your account and saving orders as a quote;
- (c) accessing and editing information about orders made by an Authorised User;
- (d) placing service requests in relation to the Eligible Services;
- (e) log faults and incidents in relation to the Eligible Services;
- (f) view service information and knowledge articles in relation to the Eligible Services; and
- (g) accessing any other feature that we advise you of and add to the Portal from time to time.

27.6 You acknowledge and agree that:

- (a) you are responsible for ensuring that any person accessing your online account as an Authorised User is authorised to do so in the manner authorised by you to do so;
- (b) any action, instruction, representation, or information made or given by a person accessing your online account as an Authorised User is an action, instruction, representation or information made or given by you; and
- (c) you are liable to pay for all orders placed using your account except if such requests or orders are placed as a result of our negligence or error.

27.7 A person accesses your online account as a User if that person does so using an Authorised User username and password. You acknowledge that we cannot verify whether access by a person quoting an Authorised User username and password is access by a person authorised by you to do so.

Orders and Confirmation

- 27.8 You are responsible for the accuracy and completeness of order details (including delivery) provided to us. We will not be responsible or liable for any incorrect orders placed by you, or an Authorised User using the Portal.
- 27.9 You acknowledge that any prices we display on the Portal together with the charges for Eligible Services set out in your Application Form or separate agreement with us at the time you place an order are the prices that you will be charged for the Eligible Services that you order.
- 27.10 You agree that by submitting an order, we do not guarantee that we will supply the products or services to you. The provision of some products or services will be subject (amongst other things) to its availability.
- 27.11 You acknowledge that there may be delays in the provision of Eligible Services) to you which are ordered via the Portal.
- 27.12 You must keep a copy of the Telstra Reference Number generated by submitting your order and you must quote the Telstra Reference Number to us if we ask you to do so.



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- 27.13 You must notify us immediately if you wish to change any information provided to us in your order. Subject to clause 27.10 above, we will endeavour to supply the Eligible Services ordered by you in accordance with the updated order, where possible.
- 27.14 You may cancel your order at any time by notification to us, however we may charge you an amount equal to the actual costs and expenses that we have incurred or committed to in anticipation of providing the service to you and that cannot be reasonably avoided by us as a result of the cancellation.

Your Details and Online Account

- 27.15 You must notify us as soon as reasonably practicable when providing or changing your details (inclusive of Authorised User details) for the purposes of using the Portal.
- 27.16 Information on your online account available through the Portal may not always be completely up to date, although, in most cases should reflect the transactions and balances up to the close of business on the previous Business Day.

Terms of purchases unaffected

- 27.17 The terms of any agreement between you and us relating to purchases of Eligible Services generally, will continue to apply to any purchases you make using the Portal, except as modified by the terms of this clause 27.

28 ELECTRONIC CARD PAYMENTS

- 28.1 If you utilise the Genesys Cloud Service in connection with processing electronic card payments, you must comply with the customer responsibilities set out at <https://help.mypurecloud.com/articles/pci-dss-customer-responsibility-matrix/>. This may be amended from time to time.

29 NOTICES

- 29.1 We may provide any notice(s) to you under this Agreement or in connection with your use of our services by: (i) posting a notice on the Genesys Cloud Website; or (ii) sending a message to the email address then associated with your account. Notices we provide by posting on the Genesys Cloud Website will be effective upon posting and notices we provide by email will be effective when we send the email.
- 29.2 You need to register for status notifications and release notes on the Genesys Cloud Website further information on how to do this can be found in your welcome pack or by ringing our service desk.

30 SECURITY

- 30.1 Genesys Cloud Service Security information can be found at: <https://help.mypurecloud.com/articles/about-security-and-compliance>. This may be amended from time to time.

