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

3 ELIGIBILITY

3.1 In order to be eligible for a Genesys Cloud Service the minimum spend on Genesys Cloud Plan fees must be at least $1000 AUD per month.

3.2 The following items are not part of your Genesys Cloud Service. 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;
(b) one or more Telstra Inbound Services (as this is required for callers to access your Genesys Cloud Service);
(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.

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.

3.4 If you are using the Genesys Cloud 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 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);
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.

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:

<table>
<thead>
<tr>
<th>State or Territory of Site Address</th>
<th>Nominated Home Location</th>
<th>Area Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Northern Territory</td>
<td>Northern Territory</td>
<td>(08)</td>
</tr>
<tr>
<td>New South Wales</td>
<td>New South Wales</td>
<td>(02)</td>
</tr>
<tr>
<td>ACT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tasmania</td>
<td>Victoria</td>
<td>(03)</td>
</tr>
<tr>
<td>Victoria</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Queensland</td>
<td>Queensland</td>
<td>(07)</td>
</tr>
<tr>
<td>Western Australia</td>
<td>Western Australia</td>
<td>(08)</td>
</tr>
<tr>
<td>South Australia</td>
<td>South Australia</td>
<td>(08)</td>
</tr>
</tbody>
</table>

5.4 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.

5.5 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.

5.6 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](https://www.telstra.com.au/consumer-advice/customer-service/customer-service-guarantee) or the ACMA’s Customer Service Guarantee.

5.7 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.

5.8 If you are using the shared voice network model, call charges will apply as set out in ‘call charges’ at sections 9.9 to 9.19.
5.9 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.

5.10 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.

5.11 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.

6 CAPACITY

6.1 If you expect that your Genesys Cloud shared network Service will receive call traffic in excess of 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.

6.2 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.

6.3 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.

6.4 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.

6.5 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.

6.6 We may shed your calls at any time if we consider this action necessary to protect our networks and other services.

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); or  
(c) Genesys Cloud 3 (previously known as PureCloud 3),  
each a “Plan”.

7.2 You may only select one Plan for each Genesys Cloud Service. You cannot have a blend of Plans.

7.3 You must choose one license type for your Plan from either a named User or concurrent User. You cannot have a blend of license types.

7.4 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:

(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 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 calculated as follows:

**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:

\[ \text{Refund} = (A \times B) - \text{ETC} \]

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

**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) without liability to you. We will give you much notice as possible in the circumstances.

**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 During the Ramp Up Period you will be charged for any excess usage and billable Users you login during the Ramp Up Period at your contracted rates.

9.3 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) charges for hardware if your service is a dedicated network model, which will be charged in arrears,

as set out in your Application Form or in your separate agreement with us.

9.4 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.

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

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

9.6 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 burst (over usage) and are charged in arrears at the 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?

9.7 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 users logged in above the Minimum Commitment of concurrent licences in any given billing month will be treated as burst (over usage) and are charged in arrears at the burst 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.

9.8 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.

**Call charges**

9.9 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.

9.10 You do not have to select a shared voice network plan if you use the dedicated network model.

9.11 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 35 of this agreement.

9.12 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.

9.13 The following call types are included in the Shared Voice Network Essentials plan:

(a) Local calls;

(b) National long distance (STD®) calls; and

(c) Voice carriage access.

This excludes calls made by the Genesys outbound dialler.

9.14 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.

9.15 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.

9.16 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.

9.17 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.

9.18 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.

9.19 The charges payable by people calling your Telstra Inbound Service are specified in other sections of Our Customer Terms.

**Equipment**

9.20 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.

### 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

(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) we incur or suffer directly or indirectly 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.

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:

<table>
<thead>
<tr>
<th>Item</th>
<th>Support Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proactive Monitoring</td>
<td>Every Day</td>
</tr>
<tr>
<td>Coverage Hours</td>
<td>Service Desk: Every Day 24 x 7</td>
</tr>
<tr>
<td></td>
<td>Incident Response Severity 1 and 2 every Day</td>
</tr>
<tr>
<td></td>
<td>Incident Response Severity 3 and 4 Business Days</td>
</tr>
<tr>
<td>Response Targets</td>
<td>Severity 1: 15 Minutes</td>
</tr>
<tr>
<td></td>
<td>Severity 2: 60 Minutes</td>
</tr>
<tr>
<td></td>
<td>Severity 3: 120 Minutes</td>
</tr>
<tr>
<td></td>
<td>Severity 4: 1 Business Day</td>
</tr>
<tr>
<td>Restoration Targets</td>
<td>Severity 1: 4 Hours</td>
</tr>
<tr>
<td></td>
<td>Severity 2: 2 Business Days</td>
</tr>
<tr>
<td></td>
<td>Severity 3: 5 Business Days</td>
</tr>
</tbody>
</table>

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 25 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);

(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:

<table>
<thead>
<tr>
<th>Actual Availability</th>
<th>Service Level Rebate</th>
</tr>
</thead>
<tbody>
<tr>
<td>99.90% to 99.95%</td>
<td>0% Relevant Fees</td>
</tr>
<tr>
<td>99.50% to 99.89%</td>
<td>10% Relevant Fees</td>
</tr>
<tr>
<td>&lt;99.49%</td>
<td>30% Relevant Fees</td>
</tr>
</tbody>
</table>

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 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.

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, 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.

**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 We will give you a quotation if you request additional Professional Services.

15.9 The Professional Services will be set out in your Application Form or your separate agreement with us.

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


16.3 To the extent of any inconsistency between those terms and those set out in Our Customer Terms, the terms set out in 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:

(i) license, sell, lease or otherwise make the Genesys Cloud Service, or any like service, available to non-subscribers;

(ii) use the Genesys Cloud Service in a way that violates any law, regulation or mandate, or these terms for your Genesys Cloud Service; or
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:

(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 can not 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. 111 emergency service can not be dialled from the shared network Australia voice trunks. 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.

(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;
accept sole responsibility for the method and manner of performing Recordings, such that it is compliant with all applicable laws;

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;

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 elective 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;

(i) must implement the necessary controls to ensure that you do not use the Genesys Cloud Service for any of the following:

(ii) to store, process, or transmit material (including Your Data) that is tortious or in violation of any applicable laws;

(iii) to transmit malicious code;

(iv) to interfere with, unreasonably burden, or disrupt the integrity or performance of the Genesys Cloud Services or third-party data contained therein;

(v) to attempt to gain unauthorized access to systems or networks; or

(vi) to provide the Genesys Cloud Services to third parties who are not Users, including, by resale, license, loan or lease; and

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 It's 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

(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.
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.

18  IVR USAGE INCLUSIONS

18.1 Genesys Cloud Service includes a basic IVR minute allocation (Basic IVR Allocation), calculated 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 license type to determine the total amount of allocated IVR minutes for your organisation during the period. Usage in excess of the Basic IVR Allocation is billed per minute per month. Unused Basic IVR allocation does not carry over to the next month.

<table>
<thead>
<tr>
<th>License</th>
<th>Basic IVR allocation (calculated on the basis of minutes per license)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Genesys Cloud 1 (Named)</td>
<td>1750</td>
</tr>
<tr>
<td>Genesys Cloud 2 (Named)</td>
<td>2500</td>
</tr>
<tr>
<td>Genesys Cloud 3 (Named)</td>
<td>3250</td>
</tr>
<tr>
<td>Genesys Cloud 1 (Concurrent)</td>
<td>2275</td>
</tr>
<tr>
<td>Genesys Cloud 2 (Concurrent)</td>
<td>3250</td>
</tr>
<tr>
<td>Genesys Cloud 3 (Concurrent)</td>
<td>4225</td>
</tr>
</tbody>
</table>

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.

18.2 IVR basic included features are:

- Dual tone multi frequency (DTMF)
- Set language
OUR CUSTOMER TERMS
TELSTRA CONTACT CENTRE GENESYS CLOUD

- Transfer to queue
- Play audio
- Decision trees
- Switch statements
- Menus, transfers, disconnects
- External data dips
- Genesys native ASR
- Genesys native TTS

19 IVR CHARGES

19.1 Additional per minute charges apply for any usage above the Basic IVR Allocation in accordance with clause 18 above. **These charges will apply to new Genesys Cloud Services and Genesys Cloud Service renewals customers from 1 May 2018.** Charges are billed retrospectively for the month in which the usage occurred. These charges are not related to the Genesys Cloud IVR self Service offer. Please refer to your Telstra Sales Executive

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

20 GENESYS CLOUD SERVICE DATA STORAGE

20.1 This clause 20 shall apply to new and renewing Genesys Cloud Service customers from 1 May 2018.

20.2 Genesys Cloud Service provides flexible data storage for calls, emails, chats and screen recordings.

20.3 Genesys Cloud Service is subject to a fair use policy for data storage as set out in this clause 20. You can use data storage up to the allocated amounts without charge. The fair use allocations are provided for your organisation by counting the number of billable Users of each license type during the billing period, and applying the allowance shown in 20.4 for each User to determine the total amount of allocated data storage for your organisation during the billing period.

20.4 The monthly data storage allotment for your Genesys Cloud Service is based on the following calculation:

- Genesys Cloud 1 (Named): 17.5GB per billable agent
- Genesys Cloud 2 (Named): 25GB per billable agent
- Genesys Cloud 3 (Named): 32.5GB per billable agent
- Genesys Cloud 1 (Concurrent): 22.75GB per billable agent
- Genesys Cloud 2 (Concurrent): 32.5GB per billable agent
- Genesys Cloud 3 (Concurrent): 42.25GB per billable agent

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 Additional storage capacity can be purchased on a per GB basis. This will also be retrospectively charged where you exceed the included storage allocation in any given month.

20.7 Overusage charges for Genesys Cloud Service data storage are detailed below

<table>
<thead>
<tr>
<th>Interaction Storage</th>
<th>Description</th>
<th>Per GB per mth ($AUD ex GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Interaction Storage</td>
<td>1GB Storage per month</td>
<td>0.325 AUD</td>
</tr>
</tbody>
</table>

20.8 You can refer to [https://help.mypurecloud.com/articles/storage-calculator/](https://help.mypurecloud.com/articles/storage-calculator/) to assist in understanding storage model and usage requirements

21 API CALL FAIR USE POLICY

21.1 This Fair Use policy applies to new Genesys Cloud Services and Genesys Cloud Service renewals from 7 September 2019.

21.2 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**

21.3 Your Genesys Cloud plan includes a robust allocation of Genesys Cloud public API requests. API requests generated by the Genesys Cloud Service for internal authentication or as part of the basic operation of the software are not considered billable nor are included in the calculation. The monthly API request allocation for your Genesys Cloud organisation is based on the following:
### Table: Genesys Cloud Plan License Type and Included Allocation

<table>
<thead>
<tr>
<th>Genesys Cloud Plan</th>
<th>License Type</th>
<th>Included Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Named Seats</td>
</tr>
<tr>
<td>Genesys Cloud 1</td>
<td></td>
<td>75,000</td>
</tr>
<tr>
<td>Genesys Cloud 2</td>
<td></td>
<td>110,000</td>
</tr>
<tr>
<td>Genesys Cloud 3</td>
<td></td>
<td>140,000</td>
</tr>
</tbody>
</table>

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.

#### Over usage Charge for API Calls.

21.4 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.

**Genesys Cloud API overage charge**

21.5 This charge is applied to Genesys Cloud customers who exceed their API request allocation in any given month.

| Price per API request AUD ex GST | 0.00013 |

### 22 EDGE LICENCE AND WARRANTIES

22.1 Edge License and Warranties apply to any Edges purchased prior to 31 January 2021. Any Edge purchases from 1 February 2021 warranties and terms and conditions will be outlined in your application form or separate agreement with us.

22.2 The warranties and your licence obligations relevant to Genesys Cloud EDGE are set out in the document at https://help.mypurecloud.com/articles/purecloud-edge-warranty/ if purchased prior to 31 January 2021. 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.

22.3 You acknowledge these warranties and must comply with your obligations set out in that document.

### 23 OWNERSHIP

23.1 You understand that we (or our licensors) own all rights (including intellectual property rights) in or related to the Genesys Cloud Service.
23.2 You must not take any action that jeopardises our (or our licensor’s) rights in or related to the Genesys Cloud Service.

23.3 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.

23.4 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.

23.5 You are not entitled to receive a copy of or own any part of the solution design of your Genesys Cloud Service, dialogue call flows associated with your Genesys Cloud Service and/or the source code of any software associated with your Genesys Cloud Service.

24 COMPLIANCE

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

24.1 You can ask us to comply with particular standards when we provide the Genesys Cloud Service.

24.2 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.

25 TELSTRA ASSURANCE SUPPORT PORTAL

What is the Portal?

25.1 On and from the date that you take up the Genesys Cloud Service, we will provide you access to an online web portal (Portal).

25.2 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 customer agreement with us (Agreement) from a Telstra hosted application.

Use of the Portal

25.3 You must not appoint or allow a third party without our express written permission to act on your behalf in relation to the Portal.

25.4 You may only appoint a person within your organisation to access the portal on your behalf (Authorised User).

Access by an Authorised User

25.5 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;

(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.

25.6 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.

25.7 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

25.8 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.

25.9 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.

25.10 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.

25.11 You acknowledge that there may be delays in the provision of Eligible Services) to you which are ordered via the Portal.
25.12 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.

25.13 You must notify us immediately if you wish to change any information provided to us in your order. Subject to clause 25.10 above, we will endeavour to supply the Eligible Services ordered by you in accordance with the updated order, where possible.

25.14 You may cancel your order at any time by notification to us, however we may charge you any costs we incur in preparing to provide the Portal to you as a reasonable estimate of the loss suffered by us as a result of your cancellation of the order.

Your Details and Online Account

25.15 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.

25.16 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

25.17 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 25.

26 ELECTRONIC CARD PAYMENTS

26.1 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/.

27 NOTICES

27.1 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.

27.2 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.

28 SECURITY

28.1 Genesys Genesys Cloud Service Security information can be found at: https://help.mypurecloud.com/articles/purecloud-security-compliance
29 eMITE ADD ON

29.1 The eMite reporting and dashboard is an optional add on service to Genesys Cloud. eMite provides out of the box functionality to connect our service directly into the API of the Genesys Cloud Service. No development is required. This connector enables both real time and historical reporting. eMite provides a data handling and indexing layer that enables large amounts of contact centre data to be consumed and indexed to enable reporting and analytics.

29.2 eMite platform is hosted in data centres within Australia.

29.3 eMite licenses are billed monthly in advance and are charged based on the number of Genesys Cloud named or concurrent Users that are actively generating data for the service to consume. Your User license number for the eMiTe service is required to be equal to the number of Genesys Cloud User licenses for your service.

29.4 eMite excess license usage will be charged in arrears for any additional contact centre Users that are actively generating data for the service to consume.

29.5 You must comply with the licence terms for your use of the eMite platform found at https://emite.com/wp-content/uploads/2017/03/eMite-Agreement-24-March-2017.

30 SMS AND ACD MESSAGE USAGE AND PRICING

30.1 ACD and SMS messages allow agents to respond to interactions from a number of messaging platforms.

30.2 A minimum of Genesys Cloud 3 License is required to use this functionality.

30.3 Each SMS number you acquire for your Genesys Cloud Service has a monthly reoccurring rental charge. This is outlined in your Genesys Cloud Application Form or separate agreement with us. Numbers are provided by our supplier, Genesys, through third party services. Number rental is charged monthly in advance.

30.4 Each Inbound Message and Outbound Message has usage charges associated by region. The current rates are available upon request at the time of order. Usage charges for ACD and SMS will be charged in arrears.

30.5 Genesys Cloud supports ACD messaging with Facebook Messenger, Twitter Direct Message, LINE Messaging, and WhatsApp.

30.6 Billing for ACD messaging (for Facebook Messenger, Twitter direct Message, Line Messaging and Whatsapp app) is per “conversation”. A conversation is defined as all of the interactions between you and a unique end customer account on a single integration of a supported messaging platform during the course of a billing cycle. Any ongoing interactions that span more than one billing cycle will count as one conversation in each billing cycle.

30.7 Interactions count as a single conversation or as multiple conversations for billing purposes depending on how they occur (as described in clause 30.6). Examples of how conversations are determined are set in the following diagrams. While we use a calendar icon to represent a billing cycle in these diagrams, it is important to keep in mind that a billing cycle may not
necessarily be a calendar month. For example, a billing cycle may start and end in the middle of a calendar month.

**Conversation Examples:**

A single interaction between you and a unique end customer account that occurs with a single platform integration on a single day within a billing cycle is billed as a single conversation.

A single interaction between you and a unique end-customer account that occurs with a single platform integration over several days within a billing cycle is billed as a single conversation.

Multiple interactions between you and a unique end-customer account that occur on multiple occasions with a single platform integration within a billing cycle are billed as a single conversation.

A single interaction between you and a unique end-customer account that occurs with a single platform integration and that spans more than one billing cycle is billed as two conversations – one in each billing cycle.

Where an interaction between you and a unique end-customer account occurs using multiple messaging platform integrations within a billing cycle, the number of conversations will correspond to the number of messaging platform integrations used. For example, if an interaction between you and a unique end-customer account occurs using two messaging platform integrations within a billing cycle is billed as two conversations.
Where an interaction between you and a unique end-customer account that occur using multiple integrations of the same messaging platform with the Genesys Cloud Service within a billing cycle, the number of conversations will correspond to the number of integrations used. For example, an interaction between you and a unique end-customer account occurs using two integrations of the same messaging platform with the Genesys Cloud Service within a billing cycle will be billed as two conversations.

30.8 In addition to the per conversation charges, WhatsApp messaging has a monthly recurring charge per number. If you are using WhatsApp Template Messages, Genesys Cloud uses a per messaging structure that is in line with WhatsApp’s Template Message pricing.

30.9 Further detail regarding usage rules are set out at https://help.mypurecloud.com/articles/acd-messaging-pricing

31 Altocloud

31.1 Altocloud is a real-time journey analytics platform that observes and analyses visitor behaviour on your website(s).

31.2 Genesys Cloud 2 and Genesys Cloud 3 licenses include access to Altocloud.

31.3 Usage charges for AltoCloud apply ‘per event’, and are charged retrospectively.

31.4 If you choose to take Altocloud, as part of the initial onboarding, the Altocloud web tracking snippet needs to be deployed into your website. This deployment starts the accrual of browsing events (typically a page view).

31.5 If you do not deploy the Altocloud web tracking snippet, you will not be able to use the Altocloud functionality within the Genesys Cloud Service, but will not incur any charges for predictive engagement events.

31.6 The ‘per event’ price for AltoCloud Predictive Event Pricing is:

| Price per Event | A$0.00084 (excl GST) |
32 DEVELOPER API

32.1 The Genesys Cloud Service includes developer tools APIs that allow certain integrations between the Genesys Cloud Service and third party systems.

32.2 The APIs and developer tools available for integration can be found at https://developer.mypurecloud.com/gettingstarted/#available_apis

32.3 Where you use an API for an integration you develop between the Genesys Cloud Service and a third party service, you are responsible for maintaining that integration and making any changes as a result of Genesys release updates or changes to the APIs.

32.4 Where Telstra develops an integration using the APIs for your Genesys Cloud Service, you will have the option to take customised support for the integration (the terms of which will be outlined on your Genesys Cloud Application Form or separate agreement with us as amended from time to time in accordance with their terms). If you elect not to take Telstra support for your integration you are responsible for maintaining the integration post acceptance of the integration at initial implementation.

32.5 To ensure you can support your integrations, you must register for updates and service announcements on the developer centre using the sign up or login option https://developer.mypurecloud.com/forum/c/announcements

33 BRING YOUR OWN TECH (BYOT) PRICING

33.1 The Genesys Cloud Service includes an extensible customer experience platform, offering an array of third-party applications to expand capabilities through a Bring Your Own Technology services model. Examples include third-party applications to expand the IVR and self-service capabilities including interactive voice bots, automatic speech recognition (ASR), and text-to-speech (TTS).

33.2 If you choose to take up the BYOT option:

(a) you are responsible for agreeing all necessary terms with, and and paying all necessary fees to, the relevant third party third-party vendor. We do not accept payments on behalf of third party vendors in connection with the BYOT option; and

(b) you must pay us the fees set out below for each per invocation (a call to an external service during a conversation). These charges are applied to your Telstra bill retrospectively. You can view your usage in the Genesys Cloud Administration interface under account usage.

<table>
<thead>
<tr>
<th>Rate</th>
<th>Vendor + Product name</th>
<th>Price per invocation (a call to an external service during a conversation) AUD (excl GST)</th>
</tr>
</thead>
</table>
BYOT Rate A

- Acapela TTS
- Google TTS
- Amazon Polly
0.00

BYOT Rate B

- Amazon Lex Chat
- Amazon Lex Message
- Google Dialogflow Chat
0.00325

BYOT Rate C

- Amazon Lex Voice
- Google Dialogflow Voice
0.0065

34 VOICE TRANSCRIPTION FAIR USAGE

34.1 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.

34.2 Voice Transcription is only available with Genesys Cloud 3 plans.

34.3 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. 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.

Voice transcription includes these features:

- Transcription of voice interactions (both external and internal channels) into words.
- Confidence scores for every word detected.
34.4 Included usage allowance
Genesys Cloud 3 includes a voice transcription allocation for each Genesys Cloud seat with the allocated minutes shown below:

<table>
<thead>
<tr>
<th>License</th>
<th>Voice transcription allocation per month (in minutes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Genesys Cloud 3 (Named)</td>
<td>7920</td>
</tr>
<tr>
<td>Genesys Cloud 3 (Concurrent)</td>
<td>10320</td>
</tr>
</tbody>
</table>

34.5 Overusage charges for Voice Transcription
This charge is applied to Genesys Cloud customers who exceed their voice transcription allocation. Voice transcription on-demand charge is billed at the price in the table below per minute.

| AUD | 0.013 |

35 BYOC CLOUD TRUNK AND PRICING

35.1 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. **BYOC Cloud is currently only available through Telstra for the New Zealand voice SIP Trunk extension.** Note: trunk and call charges apply these are purchased separately through Telstras Global SIP/Gvoip products.

35.2 BYOC Cloud is priced with a usage fee of $ 0.00156 AUD per minute per call traversing a BYOC Cloud 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 Cloud 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.

35.3 BYOC Cloud pricing
36 DEFINITIONS

36.1 In this Telstra Genesys Cloud Contact Centre powered by Genesys section of Our Customer Terms unless otherwise indicated:

**AppFoundry** means Genesys marketplace website where you may purchase third party software applications to integrate with the Genesys Cloud Service.

**Authorised Administrator** means at least 1 user nominated by you to be the administrator for your Genesys Cloud Service.

**Authorised User** means users nominated by you to access the Telstra Assurance Portal.

**Business Day** means a day between the hours of 8am and 5pm that is not a Saturday, Sunday or public holiday being a day on which banks are open for general banking business in the State or Territory where our staff are located.

**Competent Body** means any court, government, semi-government authority, administrative or judicial body with the relevant jurisdiction.

**Committed Period** has the meaning given to it in clause 8.5.

**Edge Device** means a device for handling telephony events and media at the "edge" of the cloud network. It provides media processing, SIP, and telephony services for the Genesys Cloud platform.

**Every Day** means 24 hours a day, 7 days a week, 365 days per year.

**On Demand** use means the additional licenses that you may consume from time to time (rates associated with On Demand licenses will be set out in your application form or separate agreement with us).

**PCI DSS** (Payment Card Industry Data Security Standard) means the information security standard administered by the Payment Card Industry Security Standards Council.

**Personal Information** means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion, or about the affairs or personal particulars of any person, and which is received or learnt by us from any source as a consequence of or in

| AUD per minute per call | 0.00156 |
the performance of its rights and obligations under this Cloud Contact Centre Genesys section of Our Customer Terms.

**Ramp Up Period** has the meaning given to it in section 8.2.

**Recording** means the recorded inbound or outbound VOIP transmission, performed you, via the Genesys Cloud Service.

**Renewal Term** has the meaning given to it in clause 8.3.

**Security Features** means the features and functionality associated with the Genesys Cloud Service used to help secure transmitted data. Security Features may include secure SIP/RTP, voice connection encryption, private variables, log masking, or other similar features as described in the applicable User guide.

**Sensitive Information** means all your data of any kind that we may access, store or handle in the course of providing the Genesys Cloud Service that consists of sensitive or Confidential Information used in connection or transmitted by the PureCloud Service including but not limited to personal health information, Personal Information and Card Data.

**Severity 1** Your Genesys Cloud Service is experiencing a severe problem resulting in an inability to perform a critical business function such as inbound voice routing and outbound dialing, email, or web chat. There is no workaround.

**Severity 2** means your Genesys Cloud Service is operational and you are able to perform job functions but performance is degraded or severely limited.

**Severity 3** means your Genesys Cloud Service is operational the ability to perform job functions is largely unaffected, but noncritical functions or procedures are unusable or hard to use. A workaround is available.

**Severity 4** means an Incident that is not a Severity 1, 2 or 3 incident.

**SIP Trunk** means a physical telecommunications circuit from a SIP carrier to an Edge device. The circuit is typically either Ethernet or fiber and is used to carry SIP call control and voice traffic to and from the carrier and customer. SIP trunks are usually designated in terms of overall bandwidth in MB, versus the total number of channels of capacity. Overall capacity of a SIP trunk depends upon the voice coder selection.

**Start Date** has the meaning given to it in clause 8.2.

**User(s)** means any of your individual end users that use the Genesys Cloud Service.

**Variable Use** charges are the charges applied based on consumption including SMS, Predictive engagement, storage, API calls, IVR.
Minutes, voice transcription, ACD Messaging, BYO tech, byoc trunk charges as set out in this document or as advised to you from time to time.

**Your Data** means all your data of any kind that we may access, store or handle in the course of providing the Genesys Cloud Service and includes your customers’ data.