

## LUMEN SOLUTIONS FOR CONTACT CENTER GENESYS CLOUD SERVICE SCHEDULE

**1. General.** This Service Schedule is applicable to Genesys Cloud Services (“Genesys Cloud Service(s)” or “Service(s)”). “Lumen” is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing the Genesys Cloud Services under this Service Schedule. This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement under which Lumen provides service to Customer, and if none, Lumen’s standard Master Service Agreement (the “Agreement”). Lumen may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order. Customer understands that Lumen is an authorized reseller of products provided by Genesys and its affiliates (“Genesys” or “Genesys Cloud”).

**1.1 Additional General Terms.** All invoices will be issued to Customer and paid in the currency specified in the Order. Customer will pay such invoices free of currency exchange costs or bank charges. Service charges are exclusive of taxes and presented without reduction for any withholding Tax, all of which are the responsibility of the Customer. In the event that any payment to be made to Lumen under this Service Schedule should be subject to reduction by reason of a withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) (“LCA”) with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service.

**2. Service Description.** Genesys Cloud is a comprehensive contact center solution which leverages digital and voice artificial intelligence (“AI”), workforce engagement management, analytics, unified communications and collaboration and voice services to provide an integrated platform designed to facilitate caller experience with call centers. Genesys Cloud is a subscription-based service. Quantities and features are defined in the applicable Order. With certain plans, designated features may be purchased as add-on capabilities to base plans. Add-on subscriptions are only available if Customer purchases a qualifying base subscription.

**2.1 Optional Add-On Features.** Optional third-party add-on features and software applications may be purchased for an additional charge. Customer may also purchase AppFoundry add-on products through the Genesys AppFoundry (“AppFoundry”) website. Customer must separately agree to the applicable terms and conditions governing the AppFoundry product when purchased through the AppFoundry website and neither Genesys nor Lumen will be a party to such terms governing the applicable AppFoundry product. Customer’s use of third party provided products in connection with the Services are subject to the terms and conditions for the applicable third-party product.

**2.2 Platform Usage Fee.** Minutes of use charge to traffic being handled by the Genesys Cloud platform when direct connection is used to enable interaction traffic. Does not apply to customers using Genesys Cloud edge devices.

**2.3 Software Applications Residing on Customer Provided and Maintained Equipment.** Lumen provides application support for all Genesys Cloud applications. Application support includes maintenance and trouble resolution of the specific application software.

**2.4 Customer Hosted Equipment.** Customer must provide all equipment necessary to maintain and operate the application services including, but not limited to, the database and all applicable software for the two-way transfer of data between the Customer application environment and the Genesys platform. Upon request, Lumen will provide Customer recommended application and database configurations. Customer will be solely responsible for the installation, operation, maintenance, use and compatibility with the Service of any equipment or software not provided by Lumen.

**2.5 Professional Services.** Lumen will develop a custom Genesys application to Customer’s specifications. The details and charges for the custom Genesys application development are provided in a SOW which will be executed separately by the parties. Lumen will: (a) perform the consulting, professional, technical, development and design services described in this Service Schedule or in the SOW; and (b) develop certain work product, if applicable and as specifically described in the applicable SOW, which will perform the functions or contain the attributes described in this Service Schedule or in the applicable SOW. Customer acknowledges that the successful and timely provision of Services and any applicable work product will require the good faith cooperation of Customer. Accordingly, Customer will fully cooperate with Lumen by, among other things: (a) providing Lumen with all information reasonably required in order to provision the proposed Services and work product, if applicable; and (b) making Customer personnel and appropriate development time on Customer’s systems available to Lumen, so as to permit Lumen to provide the Services and work product, as applicable, provided that the foregoing will be at such times so as not to unreasonably disrupt the conduct of Customer’s business. Any suggestions, enhancement requests, recommendations, report(s), feedback, proposals, anonymized statistical data or other information concerning the Genesys Cloud software, (collectively, the “Feedback”) is owned by Genesys Cloud and Customer assigns ownership of all intellectual property rights in the Feedback to Genesys.

**2.6 Service Levels.** The service levels applicable to the Service are defined in the Service Level Agreement (“SLA”) attached as Exhibit A. The SLA provides Customer’s sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever. Lumen reserves the right to make changes to the SLA and will provide prompt notice to Customer in the event of such change.

### 3. Customer Responsibilities.

**3.1 Order(s).** Services ordered by Customer, charges for the Services, ancillary features and services, and the initial service term will be set forth in the Order. Notwithstanding anything to the contrary in the Agreement, Lumen will notify Customer of acceptance of requested Service in the Order by the earlier of delivery (in writing or electronically) of a notice of acceptance to the Customer or delivery

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of the Service. Any Service availability date requested by Customer will be subject to Lumen's then-current lead times for the provisioning of Services. Neither Lumen nor Genesys will be liable to Customer for any damages for the failure to meet the requested availability date. Customer understands that professional services, which may include implementation, design and configuration will be purchased separately as described in Section 2.5 above.

**3.2 Charges; Commencement of Service.** Charges for the Services may include monthly recurring charges (MRC), pre-paid monthly or annual subscription fees, non-recurring charges (NRC), usage charges, as well as overage charges. Fixed charges, including MRCs and NRCs, are billed in advance and usage-based charges, including overage charges are billed in arrears. Customer will pay all charges for the Service, even if incurred as the result of unauthorized use. Rates and charges are exclusive of taxes fees and surcharges. The Ramp Period ("Ramp Period") will begin on the date the Services are made available and ready for use and continue for the period set forth in the Order. During the Ramp Period, Customer will be billed for actual usage at the pro-rated annual subscription rates set forth in the Order. At the conclusion of the Ramp Period, the Initial Subscription Term will commence. The Service Commencement Date is defined as the conclusion of the Ramp Period and the beginning of the Initial Subscription Term. After the expiration of the Ramp Period, if actual usage in a month exceeds the annual subscription amount set forth in the Order (pro-rated for a one-month period), Customer will be charged for such excess at the OnDemand fee listed in the Order.

**3.2.1 Initial Subscription Term.** The Initial Subscription Term ("Initial Subscription Term") will begin at the conclusion of the Ramp Period and will continue for the term set forth in the applicable Order. Thereafter, any renewal terms will be for an additional one-year period unless otherwise agreed upon by the parties (each, a "Renewal Term"). The Initial Subscription Term plus any applicable Renewal Terms will together make up the "Subscription Term" though each individually may be referred to as "Term".

**3.2.2 Renewal.** Lumen will notify Customer of an impending expiration at least ninety days prior to the last date of the Initial Subscription Term or a Renewal Term ("Expiration Date") and Customer will, at least sixty days prior to the then-current Expiration Date, either notify Lumen of its intent not to renew or issue a renewal Order with payment due on or before the Expiration Date. In the event Customer submits a renewal Order that has a lower annual order value than the prior Term, Lumen reserves the right to reprice the Services for which the Order is being placed.

**3.2.3 Price Increases.** Lumen may increase the annual fees on the anniversary of the start of the Initial Subscription Term or applicable Renewal Term by notifying Customer at least ninety days prior to such anniversary date. In the event of a multiyear Order, any annual price adjustment will be as set forth in the Order.

**3.3 Cancellation and Termination.** This section applies in lieu of any other provision regarding cancellation and termination charges within the Agreement that may otherwise apply to the Service.

**3.3.1** Customer may cancel an Order (or any portion of an Order) prior to the Service Commencement Date upon written notice to Lumen identifying the Order and the affected Service. If Customer does so, Customer will pay Lumen a cancellation charge equal to the sum of all charges incurred by Lumen as a result of the cancellation including but not limited to any third party cancellation or termination charges for the cancelled Service.

**3.3.2** Customer may terminate a specified Service on or after the Service Commencement Date upon written notice to Lumen. If Customer does so, or the Service is terminated for Customer's default, Customer will not be entitled to any refund of pre-paid amounts and Customer will be responsible for a termination charge equal to the sum of all unpaid amounts for Service actually provided and 100% of any recurring charges which would have been charged for the remainder of the Service Term. This is a liquidated damage and not a penalty. Upon termination, Customer must immediately stop using the Service and within five days after termination Customer will de-install all software and all copies and return to Lumen any materials provided to Customer by Lumen in connection with the Service.

**3.4 Network Connectivity.** Customer must separately purchase sufficient network connectivity to support use of the Service. Charges for network connectivity are not included in the price for the Services.

**3.5 Voice Services.** Customer must purchase, under separate terms and conditions, the voice service used in connection with the Services.

**3.6 Content.** Lumen has no responsibility for content that is transmitted or viewed while using the Services, errors or omissions in the content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to content. Customer is responsible for all content displayed or uploaded by Customer in using the Services and for compliance with all laws pertaining to the content, including, but not limited to, laws requiring that Customer obtain the consent of a third party to use the content and to provide appropriate notices of third-party rights. Customer represents and warrants that it has the right to upload the content and that such use does not violate or infringe on any rights of any third party. Lumen reserves the right to adhere to the safe harbor provisions of the Digital Millennium Copyright Act.

**3.7 Recording.** Customer is responsible for complying with all recording laws. Certain state laws prohibit recording the content of communications unless the individual recording the communication provides notice to participants and obtains the consent of all participants to the communication. It is the Customer's responsibility to obtain end users' consent to recording as required by applicable law. The Customer responsibilities regarding recordings include any call recording features that Customer may enable to record emergency calls.

## 4. Additional Service Limitations and Disclaimers.

**4.1 Information Security and Data Protection.** The parties acknowledge and agree that in providing the Service to Customer, Lumen will have no control over any data or information, including personally identifiable, health/healthcare, financial, or other sensitive information (collectively, "PII"), that may be collected, created, maintained, stored, transmitted, or otherwise processed by Genesys or the Service from or on behalf of Customer or end users. Genesys, and not Lumen, performs the operation, management, and security of the Service. With regard to the Service, Lumen is not and will not be deemed to be, a processor, business associate, service provider or any similar entity as contemplated under any applicable privacy or data protection law or standard, and any other privacy, security, or data protection terms between the parties (such as a Business Associate agreement or Data Protection agreement), will not apply to the Service. To the extent Customer intends to use the Service to disclose, create, maintain, store, transmit, or otherwise process PII, Customer has the sole responsibility for requesting from Genesys any privacy or data protection agreements or terms that may be required by such use.

**4.2 CPNI.** Customer's telecommunications products, services, and features that a Customer subscribes to and the usage of such services, including call detail information appearing in a bill, constitutes Customer Proprietary Network Information ("CPNI"). Customer authorizes Lumen and Genesys to share CPNI for business operations and to use CPNI to offer Customer other services that it could benefit from. Customer may withdraw its authorization at any time and Lumen will periodically notify Customer of its option to do so.

**4.3 Intellectual Property; Software.**

**4.3.1 Intellectual Property.** Lumen's intellectual property and proprietary rights include any skills, know-how, modifications or other enhancements developed or acquired in the course of configuring, providing, or managing the Service. Each party agrees that it will not, directly or indirectly, reverse engineer, decompile, reproduce or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, or technology of the other party or its licensors. Except as expressly set forth below, nothing in this Schedule or the performance of it conveys, or otherwise transfers any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors.

**4.3.2 Software.** Customer agrees that any third-party software including any corresponding documentation, provided to Customer by Lumen in connection with the Service will be used strictly in accordance with all applicable licensing terms and conditions. All rights in and to any such third-party software are reserved by and remain with the applicable third parties. Any software (including related documentation) that may be provided by Lumen or its third-party licensors to Customer may only be used by Customer in connection with the Services. Customer acknowledges and agrees that it is solely responsible for ensuring its software and systems are current and supportable with respect to any such software. Lumen may require Customer to purchase vendor supported upgrades at an additional cost where needed for Lumen's continued provision of Services; Lumen may charge Customer for support or additional tasks incurred from Customer's continued use of an unsupported configuration. Customer's failure to do so may result in Lumen's inability to provide the Services and Lumen will have no liability in such event. Customer acknowledges that the Software functions solely as a conduit for transmission and storage of data. Lumen is not responsible for and will have no liability for the content, accuracy, completeness, timeliness, security, integrity, utility, or applicability of the data stored or transmitted using the software.

**4.4 Confidentiality.** In addition to the confidentiality terms contained in the Agreement, neither party will sell, transfer, disclose, or otherwise make Confidential Information available to any third party without the non-disclosing party's prior written consent. The recipient of Confidential Information will return any tangible materials containing Confidential Information, and any copies or reproductions thereof, to the disclosing party within 30 days after the disclosing party's written request.

**4.5 Compliance.** Customer is obligated to have an alternate provider of local dial-tone functionality, which includes the use of emergency services dialing capability. If Customer utilizes the Service for predictive dialing or outbound calling, Customer is responsible for complying with any applicable telemarketing and/or consumer protection laws or regulations including but not limited to, CAN-SPAM compliance standards, the Telephone Consumer Protection Act, 47 U.S.C. Section 227, the Telemarketing and Consumer Fraud and Abuse Prevention Act, 15 U.S.C. Sections 6101-6108, and Federal Trade Commission regulations at 16 C.F.R. Section 310.1-310.9.

**4.6 Excess Usage; Right to Audit.** Customer may not exceed the licensed quantity of software as specified in the Order, unless otherwise agreed in advance by the parties. Customer agrees that Lumen or Genesys may audit the Customer's use of the software solely for the purpose of determining Customer's compliance with the provisions of this Service Schedule and Customer will cooperate fully in any audit proceeding. Such audit may include the placement of an approved license verification functionality within Customer's environment at any or all times during the period of usage.

**4.7 Indemnification.** Customer will defend and indemnify Lumen against any claims arising from or related to Customer's method or process of doing or conducting business where such method or process infringes any intellectual property rights of a third party or against any claims related to Customer's failure to comply with the terms of this Service Schedule.

**4.8 Use Restrictions.** Customer will not permit or authorize any third party to: (a) sell, rent, lease, sublicense or otherwise make the Services available to any third party except as expressly authorized by this Service Schedule; (b) modify or create any derivative works, functionally equivalent works, or translations of the Services; (c) remove or modify any proprietary markings or restrictive legends placed on any materials provided in connection with the Service; (d) access or use the Service to compete with, or to assist anyone else to compete with Genesys or any third party that is utilized to provide all or part of the Service.

**4.9 AUP.** Customer at all times must comply with the Lumen acceptable use policy when using the Service. Additionally, Customer must comply with the AWS acceptable use policy found at <https://aws.amazon.com/aup>. Lumen agrees that should Lumen become aware

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of changes to the AWS acceptable use policy that affect the use or distribution of the Services, Lumen will provide Customer with prompt notice of such change.

**4.10 Additional Limitation of Liability.** Except for the payment and indemnification obligations of Customer and subject to the limitation of damages provisions in the Agreement, the total cumulative liability of each party arising from or related to the Services will not exceed the total charges paid or payable to Lumen for the affected Services under the Agreement in the twelve (12) months immediately preceding the event giving rise to such causes of action ("Damage Cap").

**4.10.1** Lumen disclaims any and all of Lumen's defense, indemnity and hold harmless obligations in the Agreement as such obligations relate, pertain or apply to the Services provided under this Service Schedule, and Customer waives, releases and discharges Lumen from the same.

**4.11 Additional Disclaimer of Warranties.** In addition to any other disclaimers of warranty in the Agreement Lumen does not make any representations, warranties or any other commitments regarding Genesys or the Services. CUSTOMER UNDERSTANDS AND AGREES THAT THE SERVICES ARE PROVIDED "AS IS" AND LUMEN EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. LUMEN MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES OR THAT THE SERVICES WILL MEET ANY USER'S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF THE SERVICES IS AT CUSTOMER'S SOLE RISK. ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS AT CUSTOMER'S OWN DISCRETION AND RISK. CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER RESULTING FROM THE USE OF THE SERVICES. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SERVICES REMAINS WITH CUSTOMER. LUMEN DOES NOT ASSUME ANY RESPONSIBILITY FOR RETENTION OF ANY USER INFORMATION OR COMMUNICATIONS BETWEEN USERS. LUMEN CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SERVICES. USE IS AT CUSTOMER'S OWN RISK.

**4.12 Access to Emergency Response Services.**



**POTENTIALLY HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR SERIOUS INJURY. PLEASE READ CAREFULLY.**

**LUMEN RECOMMENDS THAT CUSTOMER AND END USERS ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL EMERGENCY SERVICES.**

**(a) Emergency Calling Capability and Customer's Obligations and Acknowledgement of Limitations.** Customer will ensure that user locations are current by providing address information (also known as automatic location identification/"ALI" in North America and calling line identifier/"CLI" in Europe) to Lumen (the "Registered Location") conforming to the numbering schemes or regulatory requirements applicable to the jurisdiction for the Registered Location. Customer will obtain Lumen's approval of the Registered Location prior to using the Service and update the Registered Location via the portal or other method supplied by Lumen. Customer understands that Registered Location updates do not occur immediately. Lumen will provide Emergency Calling capability associated with the Service as required by law. "Emergency Calling" is the ability to access emergency response services associated with the Registered Location, subject to each party's obligations and limitations, by dialing the relevant emergency numbers in a jurisdiction (e.g. 911, 999, 112). Customer is responsible for understanding the local jurisdictional laws pertaining to Emergency Calling, including but not limited to the requirements regarding the level of detail to be provided related to Registered Locations, associated with the Service. Lumen specifically disclaims any such obligation. If Customer subscribes to Lync 911 service (which is only as available in the United States), Customer acknowledges that Lumen does not store Registered Location information and relies upon information provided in the Lync 911 call flow as a result of Customer's proper configuration of the location information server ("LIS") to route Emergency Calls. Customer is solely responsible for set up of the LIS and assuring location information is loaded, accurate and updated.

Service provides access to emergency response services on stationary and mobile devices. When using the Service for Emergency Calling purposes, Customer's end users should always state the nature of the emergency and include their location and telephone number. Emergency response services may not be able to call the end user back if the call is not completed, dropped or disconnected, or if end users are unable to provide their phone number and physical location. Access to emergency response services may not be available under certain circumstances. *Lumen will make available labels that indicate that the emergency response services have limited availability and functionality when used with Service, and Lumen recommends that such labels be placed on or near the equipment associated with the Services. Disclosures of the general and Service-specific limitations associated with accessing emergency response services (the "Advisory") are available to Customer at <http://www.centurylink.com/legal/HVIQSIP/911advisory.pdf>. Effective upon posting, Lumen may modify the Emergency Calling limitations or requirements provided in the Advisory if in Lumen's reasonable opinion modifications are necessary or advisable to comply with the currently evolving Emergency Calling laws, rules and regulations.* Customer acknowledges that it has been advised of its obligations and the emergency services limitations contained in the Advisory, and further acknowledges its understanding by signing the applicable Order for Service. Customer will notify all end users of the limitations to access emergency response services as described above and in the Advisory. Customer should provide its end users with a copy of the Advisory and the associated URL.

**(b) Limitation of Liability.** LUMEN, ITS AFFILIATES, AGENTS AND CONTRACTORS WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION

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OF ANY PROPERTY RELATING TO EMERGENCY CALLING. CUSTOMER WILL DEFEND AND INDEMNIFY LUMEN, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO (i) CUSTOMER'S FAILURE TO PREFORM ITS OBLIGATIONS ASSOCIATED WITH EMERGENCY CALLING (INCLUDING WITHOUT LIMITATION, FAILURE TO ADVISE LUMEN OF CORRECT ADDRESSES, FAILURE TO ADVISE END USERS OF ALL LIMITATIONS, FAILURE TO UPDATE THE REGISTERED LOCATION, OR USING THE SERVICE PRIOR TO LUMEN'S APPROVAL OF THE REGISTERED LOCATION); AND (ii) ANY ACTS OR OMISSIONS BY THE CUSTOMER, CUSTOMER'S END USER'S OR CUSTOMER'S THIRD PARTY PROVIDER'S THAT CAUSE, GIVE RISE TO OR BRING ABOUT THE NON-COMPLIANCE OF THE SERVICE WITH APPLICABLE LAW INCLUDING THE FAILURE TO PURCHASE OR IMPLEMENT FEATURES THAT ENABLE COMPLIANCE WITH LAWS.

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## Exhibit A – Lumen Solutions for Contact Center Genesys Cloud Service Level Agreement

**Provision of Service.** Lumen will make the Genesys Cloud Service available 24 hours a day, 7 days a week, and use commercially reasonable best efforts to provide 100% uptime, except for any unavailability caused by circumstances beyond Lumen’s reasonable control, including failure or delay of Customer’s Internet connection, misconfiguration by Customer or any third party acting on Customer’s behalf, issues on Customer’s network, or telecommunications services contracted directly by Customer (collectively, “Uptime Exclusions”).

### Severity Levels.

**Severity and Priority.** “Severity” is defined as the impact an issue has on the Customer’s ability to conduct business. Issue severity levels are defined below. “Priority” is defined as the customer-designated level of importance.

**Issue Severity Levels.** The Severity levels assigned to an issue are defined as follows:

Issue severity	Definition
1 – Critical impact (code red)	Customer is experiencing a severe problem resulting in an inability to perform a critical business function. There is no workaround.
2 – High impact	Customer is able to perform job functions, but performance is degraded or limited.
3 – Medium impact	Customer’s ability to perform job functions is largely unaffected, but noncritical functions or procedures are unusable or hard to use. A workaround is available.
4 – Low impact	The Genesys Cloud Service is available and operational; trivial impact to Customer’s business operations or Customer requires information or assistance on the Genesys Cloud Service capabilities or configuration.

**Designated Contact.** Customer must designate a primary contact, and at least one backup in the primary’s absence, to act as a primary liaison between Customer and Lumen (the “Designated Contact”). The Designated Contact must be knowledgeable about the Genesys Cloud Service and will participate in troubleshooting support cases.

**Preliminary Troubleshooting.** When a Customer becomes aware of an issue, prior to opening a support case with Lumen, the Designated Contact must perform reasonable basic troubleshooting and use best efforts to understand the Customer’s areas of responsibility, as described on the support portal.

**Case Submission.** Cases for all Severity levels, except critical impacting cases, may be raised by Customer by either telephone or through the support portal. Issues designated by Customer as critical impact must be raised by telephone. In all instances, the contact number for submitting a case is the number located on the support portal. If a case has been submitted through the support portal and the business impact has increased to critical impact severity, Customer must request critical support for the case by telephone. Submission of cases on the support portal will include the Customer name, Customer organization ID, and a description of the use and its business impact. The Designated Contact will include any other information known by the Designated Contact that is reasonably helpful for Lumen to analyze the issue (example: environmental changes including network or firewall changes, new configurations, previous troubleshooting efforts, etc.).

**Severity Assignment.** Lumen prioritizes issues based on the severity level. When a case is opened by Customer, Customer will identify a Priority based on the descriptions in the table above. Customer’s Priority designation will be used as a factor by Lumen when defining the Severity of an issue, however, the assigned Severity level for an issue will ultimately be determined by Lumen.

**Target initial response times.** Target initial response times are based on the Severity level of each incident. The automated response received by Customer following submission of the case will not be deemed to be Lumen’s initial response. The initial response is deemed to have been made when the issue has been assigned to the appropriate Lumen personnel, and Customer receives a human response (by phone or case notes message) from Lumen acknowledging the issue. Lumen will use reasonable efforts to respond to issues in accordance with the table below. These response times are a goal and do not have associated monetary credits if unmet.

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<b>Severity level</b>	<b>Target initial response time</b>
1 - Critical impact (Code Red)	Severe impact or degradation to Customer's business operations caused by intermittent disruption of Genesys Cloud Service.  Response target: 10 min. (telephone)
2 - High impact	Genesys Cloud Service is available and operational. Customer is able to perform job functions, but performance is degraded or severely limited.  Response target: 2 business hours
3 - Medium impact	Genesys Cloud Service is available and operational. Customer's ability to perform job functions is largely unaffected, but noncritical functions or procedures are unusable or hard to use.  Response Target: 2 business hours
4 - Low impact	Genesys Cloud Service is available and operational. Trivial impact to Customer's business operations or Customer requires information or assistance on the Genesys Cloud Service capabilities or configuration.  Response Target: 2 business hours

**SLA Credits.**

**Uptime.** "Uptime" is defined as the percentage of time during a month (not including Uptime Exclusions) in which all Genesys Cloud functionality necessary to perform real-time interactions between Customer and its customers/clients (e.g., inbound voice, outbound voice, IVR routing) are accessible. Uptime percentage is calculated as follows:  $Uptime = (A-B+C)/A$ ; where A = total time in the month, B = time during the month in which critical business functions are not accessible, and C = time of Uptime Exclusions during the month.

**Credits.** If the Genesys Cloud Service Uptime falls below the thresholds in the table below in any one-month billing cycle, Customer will be entitled to the credits defined below. The applicable credit is a percentage of Customer's monthly committed subscription fees as defined in the Order and is applicable only to annual prepay or annual month to month contracts. The percentage applies to either the monthly committed subscription fees, or if paid annually the annual minimum committed Subscription Fees, pro-rated for a one-month period.

<b>Uptime %</b>	<b>Credit %</b>
Below 99.99%	10%
Below 99.0%	30%
Below 97%	100%

**Credit Requests and Payment.** Customer must request a credit within thirty (30) days after the month in which the uptime fell below one of the foregoing thresholds. Customer must contact Lumen to request the credit. Upon Customer's valid request, Lumen will apply the applicable credit to the following month's invoice. If Customer is on an annual pre-payment structure, Lumen will provide the applicable credit as a credit to the prepaid balance or a credit refund, at Customer's discretion.

**Cooperation.** Customer acknowledges that Lumen may need to be able to reproduce errors in order to resolve them. Customer will cooperate and work closely with Lumen to reproduce errors, including conducting diagnostic or troubleshooting activities as requested and appropriate. Also, subject to Customer's approval on a support case-by-support case basis, users may be asked to provide remote access to their Genesys Cloud application and/or desktop system for troubleshooting purposes.