

PURECLOUD EDGE WARRANTY
End User License and Warranty Agreement

PLEASE READ THIS END USER LICENSE AND WARRANTY AGREEMENT ("Agreement") CAREFULLY. USE OF THE PRODUCT CONSTITUTES ACCEPTANCE OF THIS AGREEMENT BY THE END USER BUSINESS ENTITY THAT YOU REPRESENT ("Customer").

1. Limited Software License. Subject to Customer's compliance with this Agreement, Genesys Telecommunications Laboratories, Inc. ("Genesys") grants Customer a non-exclusive non-transferable license to use the software installed on this product (both as originally delivered and subsequently installed updates, upgrades and bug fixes) for Customer's internal business purposes solely as embedded in and executed on the product and to use the product documentation to support Customer's permitted use of the software. Customer acknowledges and agrees that the software and documentation are provided as a license and not a sale and Customer receives no rights other than those specifically granted to Customer herein. Customer will not transfer, assign or sublicense the license granted herein to any person or entity and any attempt to do so is void.
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3. Export and Audit. Customer acknowledges that the product including the software and documentation may be subject to export controls under the U.S. Export Administration Regulations as well as end-user, end use and destination restrictions issued by the United States government and other governments. Customer will strictly comply with all requirements of these controls and restrictions and cooperate fully with Genesys in any official or unofficial audit or inspection relating to these controls or restrictions. During the license period and for one (1) year thereafter, upon reasonable prior written notice, Genesys or its designee will have the right to examine Customer's books and records during Customer's normal business hours to the extent reasonably necessary or advisable to verify compliance with the license terms and conditions. If Customer is not in compliance, Customer will correct any failure of compliance including without limitation paying any additional fees that may be due and Customer will pay the reasonable costs of the audit.
4. License Term. The license granted herein will remain effective until terminated by Genesys or by Customer. Customer may terminate the license at any time by returning to Genesys or destroying the product and documentation including any copies of the software and documentation in Customer's possession or control. The license will terminate immediately without notice if Customer materially breaches this Agreement. Upon termination, Customer will immediately return to Genesys or destroy the product and documentation including any copies of the software and documentation in Customer's possession or control. Sections 2-3 and 9-12 will survive termination of the license.
5. Limited Warranty. Genesys warrants to Customer that the product hardware will be free from material defects in workmanship and materials and the software will materially conform to applicable product documentation, under normal use and service, during the Warranty Period. Customer's sole and exclusive remedy and Genesys's entire liability is that Genesys's sole obligation under this express limited warranty is that, at Genesys's option and expense, Genesys will repair the defective product or part (each an "Item"), deliver to Customer a replacement Item that is materially equivalent to or better than the defective Item or, if neither of these options is commercially practicable, refund to Customer the purchase price paid by Customer for the defective product. This limited warranty is provided only to the original user of the product and is non-transferable. Customer must notify Genesys of any warranty claim within the Warranty Period and the

processing of any such claim must be made (and is subject to) in accordance with Genesys's then-current Return Material Authorization (RMA) procedures. This limited warranty is conditioned upon timely and appropriate notice to Genesys. Genesys will provide support for the software during the Warranty Period. Software support includes updates, upgrades and bug fixes.

6. Warranty Period. If the product is shipped to Customer by Genesys, the Warranty Period will commence on the date the product is shipped. If the product is provided to Customer by a Genesys reselling Partner, the Warranty Period will commence on the earlier of the date the product is shipped to the reseller by Genesys or sixty (60) days after the order date. The Warranty Period ends three (3) years after the commencement date and will not be extended for replaced or repaired Items. The Warranty Period will end immediately without notice if the license granted to Customer herein terminates for any reason.
7. Shipping.
 1. Original Orders. If the product is shipped by Genesys, then title and risk of loss or damage to product will pass to Customer upon shipment of the product to Customer.
 2. Return and Replacement. Refer to the [RMA Service information](#).
8. Exclusions. The limited warranty does not apply and Genesys will not be liable if it determines that the alleged defect in a returned Item does not exist or results from any of the following:
 1. Failure to follow Genesys's installation, operation or maintenance instructions;
 2. Unauthorized repair, modification or alteration;
 3. Failure to install available updates, upgrades and bug fixes;
 4. Unauthorized use of common carrier communication services accessed through the product;
 5. Abnormal environmental conditions, misuse, or negligence; and
 6. Acts of God including without limitation accident, fire, lightning, power surges and power outages.
9. Limited Remedy. CUSTOMER'S SOLE REMEDY FOR BREACH OF THE FOREGOING WARRANTIES IS THAT GENESYS WILL, AT GENESYS'S SOLE DISCRETION, REPAIR OR REPLACE THE PRODUCT OR REFUND THE PURCHASE PRICE. NO OTHER PERSON OR ENTITY IS AUTHORIZED TO MODIFY THE LIMITED WARRANTY AND REMEDIES PROVIDED ABOVE OR TO ASSUME ANY OTHER OBLIGATIONS OR LIABILITY ON BEHALF OF GENESYS WITH RESPECT TO THE PRODUCT.
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11. Limitation of Liability. EXCEPT TO THE MINIMUM EXTENT REQUIRED BY APPLICABLE LAW, GENESYS WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF THE PRODUCT, REGARDLESS OF THE LEGAL THEORY ASSERTED, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF GENESYS OR ITS AUTHORIZED RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE AGGREGATE AND TOTAL LIABILITY OF GENESYS FOR ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT WILL BE LIMITED TO DIRECT

DAMAGES AND WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE PRODUCT. CUSTOMER IS THE SOLE BENEFICIARY OF THIS AGREEMENT AND NO OTHER PERSON OR ENTITY IS A THIRD-PARTY BENEFICIARY OR ENTITLED TO TAKE OR ENFORCE ANY BENEFITS HEREUNDER.

12. Governing Law and Legal Actions. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana in the United States of America excluding its conflicts of laws principles and excluding the Uniform Commercial Code as adopted in Indiana and the United Nations Convention on Contracts for the International Sale of Goods in its entirety. Customer consents to the personal jurisdiction and venue of the state and federal courts of the State of Indiana where any legal or equitable claim of any nature arising hereunder will be filed and maintained and Customer agrees that such courts are a convenient forum for adjudication. The prevailing party in any legal action arising hereunder will be entitled to its costs of litigation and reasonable attorneys' fees as to that part of the litigation for which it prevails. Customer agrees that this Agreement as well as other documents relating hereto, including notices, have been and will be drawn up in the English language only. The headings included herein are only for convenience and will not be construed as a part of this Agreement. This Agreement is the exclusive statement of the license rights and warranty obligations to Customer with respect to the product and may only be amended by a writing that specifically refers to this Agreement and is executed by authorized representatives of Genesys and Customer. The use of the term "Reselling Partner" does not mean that Genesys and reselling Partner are partners in the legal meaning of that term. Genesys and reselling Partner are independent contractors and neither has the power to bind the other. Genesys disclaims all responsibility or liability for any contracts entered into by reselling Partner, representations made by reselling Partner, or any other acts performed, or failures to act, by reselling Partner. Customer agrees that any claims other than with respect to Genesys's obligations expressly stated herein will be made solely against reselling Partner and not against Genesys.