



# Service Terms

Last Updated: October 8, 2024

Universal Service Terms (Applicable to All Services) (the “**Service Terms**”). The Service Terms below govern your use of the Services. Capitalized terms used in these Service Terms but not defined below are defined in the Keyboard Logic Customer Agreement or other agreement with us governing your use of the Services (the “**Agreement**”). For purposes of these Service Terms, “**Your Content**” includes any “**Company Content**” and any “**Customer Content**,” and “**Keyboard Logic Content**” includes “**Keyboard Logic Properties**.”

1. You may not transfer outside the Services any software (including related documentation) you obtain from us or third party licensors in connection with the Services without specific authorization to do so.
2. You must comply with current technical documentation applicable to the Services (including applicable user, admin, and developer guides).
3. You will provide information or other materials related to Your Content (including copies of any client-side applications) as reasonably requested by us to verify your compliance with the Agreement. You will reasonably cooperate with us to identify the source of any problem with the Services that we reasonably believe may be attributable to Your Content or any end user materials that you control.
4. In connection with your use of the Services, you are responsible for maintaining licenses and adhering to the license terms of any software you run. If we reasonably believe any of Your Content violates the law, infringes or misappropriates the rights of any third party, or otherwise violates a material term of the Agreement (including the Service Terms, or the Acceptable Use Policy) (“**Prohibited Content**”), we will notify you of the Prohibited Content and may request that such content be removed from the Services or access to it be disabled. If you do not remove or disable access to the Prohibited Content within 2 business days of our notice, we may remove or disable access to the Prohibited Content or suspend the Services to the extent we are not able to remove or disable access to the Prohibited Content. Notwithstanding the foregoing, we may remove or disable access to any Prohibited Content without prior notice in connection with illegal content, where the content may disrupt or threaten the Services or in accordance with applicable law or any judicial, regulatory or other governmental order or request. In the event that we remove Your Content without prior notice, we will provide prompt notice to you unless prohibited by law. We terminate the accounts of repeat infringers in appropriate circumstances.
5. You will ensure that all information you provide to in connection with your registration for the Services or requests is accurate, complete, and not misleading.
6. From time to time, we may apply upgrades, patches, bug fixes, or other maintenance to the Services and Keyboard Logic Content (“**Maintenance**”). We agree to use reasonable efforts to provide you with prior notice of any scheduled Maintenance (except for emergency Maintenance), and you agree to use reasonable efforts to comply with any Maintenance requirements that we notify you about.
7. If your Agreement does not include a provision on Keyboard Logic Confidential Information, and you and Keyboard Logic do not have an effective non-disclosure agreement in place,



then you agree that you will not disclose Keyboard Logic Confidential Information (as defined in the Keyboard Logic Customer Agreement), except as required by law.

8. You may perform benchmarks or comparative tests or evaluations (each, a “**Benchmark**”) of the Services. If you perform or disclose, or direct or permit any third party to perform or disclose, any Benchmark of any of the Services, you
  - 8.1. will include in any disclosure, and will disclose to us, all information necessary to replicate such Benchmark, and
  - 8.2. agree that we may perform and disclose the results of Benchmarks of your products or services, irrespective of any restrictions on Benchmarks in the terms governing your products or services.
9. When you use a Service, you may be able to use or be required to use one or more other Services (each, an “**Associated Service**”), and when you use an Associated Service, you are subject to the terms and fees that apply to that Associated Service.
10. If you process the personal data of End Users or other identifiable individuals in your use of a Service, you are responsible for providing legally adequate privacy notices and obtaining necessary consents for the processing of such data. You represent to us that you have provided all necessary privacy notices and obtained all necessary consents. You are responsible for processing such data in accordance with applicable law.
11. If you are a customer that is subject to the French Politique générale de sécurité des systems d’information de santé (PGSSI-S), you agree that your use of the Services complies with the PGSSI-S.

## 12. **Data Protection.**

- 12.1. These Service Terms incorporate the Keyboard Logic Data Processing Addendum (“**DPA**”), when you use Keyboard Logic Services to process Customer Data (as defined in the DPA).
- 12.2. These Service Terms incorporate the Keyboard Logic Supplementary Addendum to the DPA, when you use Keyboard Logic Services to process Customer Data (as defined in the DPA).
- 12.3. These Service Terms incorporate the Standard Contractual Clauses between controllers and processors (“**Controller-to-Processor Clauses**”) and the Standard Contractual Clauses between processors (“**Processor-to-Processor Clauses**”) approved by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021 (the “**SCCs**”). The SCCs will only apply when:
  - 12.3.1. the GDPR applies to your use of the Keyboard Logic Services to process Customer Data; and
  - 12.3.2. Customer Data is transferred either directly or via onward transfer, to a country outside of the European Economic Area not recognized by the European Commission as providing an adequate level of protection for personal data subject to GDPR (together a “**Data Transfer**”).

When you are a controller (as defined in the GDPR), the Controller-to-Processor Clauses will apply to a Data Transfer. When you are a processor (as defined in the GDPR), the Processor-to-Processor Clauses will apply to a Data Transfer.
- 12.4. These Service Terms incorporate the Keyboard Logic UK GDPR Addendum to the DPA, when the UK GDPR applies to your use of the Keyboard Logic Services to process UK



Customer Data (as defined in the Keyboard Logic UK GDPR Addendum), and the Keyboard Logic Swiss Addendum to the DPA, when the FDPA applies to your use of the Keyboard Logic Services to process Swiss Customer Data (as defined in the Keyboard Logic Swiss Addendum).

- 12.5. These Service Terms incorporate the Keyboard Logic CCPA Terms (“**CCPA Terms**”), when the CCPA applies to your use of the Keyboard Logic Services to process Personal Information (as defined in the CCPA Terms).
13. Following closure of your Keyboard Logic account, we will delete Your Content in accordance with the technical documentation applicable to the Services.
14. We will not use Individualized Usage Data or Your Content to compete with your products and services. “**Individualized Usage Data**” means data about your use of the Services that are specifically identified with your Keyboard Logic account.
15. We may use information about how you use and interact with the Services to improve those Services.
16. Information included in resource identifiers, metadata tags, access controls, rules, usage policies, permissions, and similar items related to the management of Keyboard Logic resources does not constitute Your Content. Keyboard Logic recommends that you do not include personally identifying, confidential, or sensitive information in these items.
17. **Betas and Previews.**
  - 17.1. This Section describes the additional terms and conditions under which you may access and use certain features, technologies, and services made available to you by Keyboard Logic that are not yet generally available, including, but not limited to, any products, services, or features labeled “**beta**”, “**preview**”, “**pre-release**”, or “**experimental**”, and any related Keyboard Logic Content (each, a “**Beta Service**”).
  - 17.2. You must comply with all terms related to any Beta Service as posted on the Keyboard Logic Site or otherwise made available to you. Keyboard Logic may add or modify terms, including lowering or raising any usage limits, related to access to or use of any Beta Services at any time. Keyboard Logic may add, modify, or remove functionality, features, documentation, or other related aspects of any Beta Service at any time and these aspects may be different from any generally available version of the applicable Beta Service.
  - 17.3. You may provide Keyboard Logic with information relating to your access, use, testing, or evaluation of Beta Services, including observations or information regarding the performance, features, and functionality of Beta Services (“**Test Observations**”). Keyboard Logic will own and may use and evaluate all Test Observations for its own purposes. You will not use any Test Observations except for your internal evaluation purposes of any Beta Service.
  - 17.4. Keyboard Logic may suspend or terminate your access to or use of any Beta Service at any time. Your access to and use of each Beta Service will automatically terminate upon the release of a generally available version of the applicable Beta Service or upon notice of termination by Keyboard Logic. Unless otherwise communicated to You, any Beta Service made available to You is provided for evaluation purposes and should not be used for processing sensitive data. Notwithstanding anything to the contrary in the



Agreement, after suspension or termination of your access to or use of any Beta Service for any reason,

- 17.4.1. you will not have any further right to access or use the applicable Beta Service, and
  - 17.4.2. Your Content used in the applicable Beta Service may be deleted or inaccessible and Your Content may not be migrated over to a generally available version of the applicable Beta Service.
  - 17.5. Test Observations, Suggestions concerning a Beta Service, and any other information about or involving (including the existence of) any Beta Service are considered Keyboard Logic Confidential Information.
  - 17.6. WITHOUT LIMITING ANY DISCLAIMERS IN THE AGREEMENT OR THE SERVICE TERMS, BETA SERVICES ARE NOT READY FOR GENERAL COMMERCIAL RELEASE AND MAY CONTAIN BUGS, ERRORS, DEFECTS, OR HARMFUL COMPONENTS. ACCORDINGLY, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT OR THESE SERVICES TERMS, KEYBOARD LOGIC IS PROVIDING BETA SERVICES TO YOU “AS IS.” KEYBOARD LOGIC AND ITS AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE REGARDING BETA SERVICES, INCLUDING ANY WARRANTY THAT THE BETA SERVICES WILL BECOME GENERALLY AVAILABLE, BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, KEYBOARD LOGIC AND ITS AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. KEYBOARD LOGIC’S AND ITS AFFILIATES’ AND LICENSORS’ AGGREGATE LIABILITY FOR ANY BETA SERVICES WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE BETA SERVICES THAT GAVE RISE TO THE CLAIM DURING THE 60 DAYS PRECEDING THE CLAIM.
- 18. Genesys AppFoundry Applications.**
- 18.1. **Fees and Payment.**
    - 18.1.1. **Service Fees.** There are two types of Service Fees that can be charged for Genesys AppFoundry Applications: License Fees and Metered Fees.
      - 18.1.1.1. **License Fees.** Fees for the Role Based permissions to use Genesys AppFoundry Applications with Keyboard Logic listed as the Author. The payment terms for this fee are defined as part of your licensing agreement with Genesys Telecommunications Laboratories, Inc.
      - 18.1.1.2. **Metered Fees.** Fees based on usage of the Application. Additional details for usage fees are defined by each Application. These fees are billed by Keyboard Logic and not billed by Genesys Telecommunications Laboratories, Inc. This fee will be tabulated and charged monthly for the use of the Application.
  - 18.2. **Your Responsibilities.**



- 18.2.1. **Your Accounts.** You will comply with the terms of this Agreement and all laws, rules and regulations applicable to your use of the Services. To access the Services, you must have an account with Genesys Telecommunications Laboratories, Inc. and the correct roles and permissions to use the Services published on the Genesys AppFoundry. Except to the extent caused by our breach of this Agreement,
- 18.2.1.1. you are responsible for all activities that occur under your account, regardless of whether the activities are authorized by you or undertaken by you, your employees or a third party (including your contractors, agents or End Users), and
  - 18.2.1.2. we and our affiliates are not responsible for unauthorized access to your account.