PUBLICATION 1 SERVICE DESCRIPTION FOR UNIFIED ENGAGEMENT SUITE-GENESYS

1.1   Definitions

As used in this Service Description, the following capitalized terms will have the meanings given to such terms in this Clause 1.1. In the event of any conflict between the definitions provided in this Service Description and those provided elsewhere in the Agreement, the definitions in this Service Description will prevail to the extent of any such conflict. All capitalized terms used and not otherwise defined herein will have the meaning ascribed to them elsewhere in the Agreement (in particular, in the Specific Conditions for Orange Cloud Services).

"**ACD**" means the Automatic Call Distribution described in Clause 1.2.1.1 below.

"**AppFoundry**" means a marketplace of software applications provided by third party vendors for all Genesys platforms.

"**AppFoundry Partner**" means a third party in partnership with Genesys to develop applications available in the AppFoundry.

"**Contact Center**" means the Contact Center solution for handling communication between itself and the End-Customers. The Contact Center may be located at several sites and may include disseminated End Users.

"**Edge Appliance**" means a telephony server that handles media processing, SIP, and telephony services owned by Customer.

"**End User**" means a person appointed and designated by Customer as being entitled to act as a call center/telephony agent, a supervisor, or an administrator of the Unified Engagement Suite ("**UES**").

"**End-Customer**" means a customer, prospective customer or other third party of Customer making a contact with the Contact Center.

"**Period Subscription Fees**" means fees that are the greater of: (a) the minimum Period fees set forth in the applicable Order; or (b) the actual Period fees.

"**Period**" means timed periods of commitment to the Subscriptions.

"**Plan**" means one of the three UES Service features plans set out in Clause 1.2.5 below (which are to be accessible to the End User).

"**Subscription**" means initial or renewing, term-based grant, for a specified time to use a specific quantity of the particular UES Service, all as described in the applicable Order.

"**UES Service(s)**" means Unified Engagement Suite-Genesys Service and its related components and features managed by Orange as described in this Service Description.

1.2   UES Service Description

Overall Description. The UES Service is an Orange omni-channel cloud-based contact center (enabling voice, chat, email, and social channels) based on a cloud collaboration, communications, and customer engagement platform (GenesysCloudSM by Genesys) hosted on servers that are controlled by Amazon Web Services ("**AWS**") and managed by a third-party vendor (Genesys).

The UES Service is subject to (a) the Orange Specific Conditions for Cloud Services and the Orange Specific Conditions for Integration Services (both of which can be found at http://www.orange-business.com/en/servicepublication), (b) the AWS Acceptable Use Policy (which can be found at https://aws.amazon.com/aup) and (c) Genesys Security and Privacy Policies (which can be found at https://help.mypurecloud.com/articles/purecloud-securitycompliance/), all of which are incorporated by reference into this Service Description. If any such third-party vendor introduces new terms and conditions which apply to the UES Service(s), Orange shall notify Customer of such terms and conditions, which shall apply and take effect upon receipt of such notice.

1.2.1   **UES Service Features.** The UES Service comprises the following features (depending on what is ordered by the Customer):

1.2.1.1   **Automatic Call Distribution ("ACD").** This feature intelligently routes calls to the agent most qualified to handle the Customer's needs. ACD can route calls either through pre-determined rules or advanced call distribution algorithms.

1.2.1.2   **Interactive Voice Response ("IVR").** This feature uses touch-tone signaling or voice recognition to automate the retrieval and processing of caller information by phone. Administrators can configure the IVR with multiple branches to improve the identification, segmentation, and routing of callers to qualified agents.

1.2.1.3   **Outbound Dialing Campaigns.** Outbound dialing campaigns automatically dial phone numbers according to a prescribed set of rules. Campaigns increase agent productivity by screening out answering machines, busy signals, and calls that do not complete.

1.2.1.4   **Graphical Scripting.** Administrators use the script designer to create specialized instructions that help agents handle specific types of calls. A script presents details about a caller or contact to the agent, often with fields for collecting or updating information.

1.2.1.5   **Workforce Management.** With workforce management, the Customer can configure management units, set up activity codes, and manually create schedules for agents.

1.2.1.6   **Call Recording.** This feature allows the Customer to record voice calls for business or legal reasons.

1.2.1.7 **Quality Management.** Quality management is the process of recording and scoring Contact Center interactions to improve the Customer experience. By evaluating and scoring conversations, a quality team can identify performers for positive feedback, agents who need more training or coaching, and situations that merit modification of call scripts.

1.2.1.8 **Agent, Supervisor and Administrator Desktop.** This feature provides an agent and supervisor desktop designed to provide a collaborative experience for the various communities that interact with the Customer service organization. Such feature comprises:

(a) a browser-based solution;

(b) APIs that simplify the development and integration of value-added applications (such as third-party CRM); and

(c) integration with third party CRM, which is subject to additional Charges.

1.2.1.9 **Reports, Views, and Dashboards.** Reports, views, and dashboards provide supervisors and managers with a view of historical and real-time metrics for their contact center, including a real-time dashboard with graphical information display, real-time call monitoring, and interaction, agent, and queue metrics.

1.2.1.10 **Collaboration and Communication.** This feature provides tools and technologies that equip agents to connect and interact with other agents and back-office experts individually and in groups.

1.2.1.11 **Multimedia (Email, Chat, Web Callback, Social Media)**

1.2.1.11.1 **Email.** This feature creates a communication channel between an End Customer and an End User. There are various steps involved in efficiently responding to emails from End-Customers. Emails are first retrieved into the system and routed to appropriate End Users or queues. Once a response is created, it is processed through the system and sent to the End-Customer.

1.2.1.11.2 **Chat Feature.** This feature allows for real time chat sessions between End Users and an End-Customer. As part of a chat, agents can also push web pages to End-Customers.

1.2.1.11.3 **Web Callback.** This feature allows End-Customers to request a call back by submitting a form on a website.

1.2.1.11.4 **Social Media.** This feature maintains an active social media presence by routing posts on social media to agents. It chooses which posts to answer by configuring listener filters for different campaigns and use cases.

1.2.2 **The Disaster Recovery Plan (DRP)**. The DRP is an organization deployed in parallel with the nominal UES-Genesys organization, enabling content-based service in the event of service interruption.

When Customers notice that the platform is unavailable, they can manually activate the DRP.

1.2.3 **UES Service Components.** The UES Service consists of:

- Multi-tenant contact center cloud-based offering;
- UES softphones; and
- Edge Appliances (local media server, e.g. "**Edge Server**").

1.2.4 **UES Service Plan(s).** The UES Service is offered as a bundle of service features as defined below (each a "**Plan**"); the relevant services features will be activated in line with the Plan. The UES Service Plans are described in the table below.

Features	Plan 1	Plan 2	Plan 3
Collaboration and Communication	X	X	X
Inbound Voice	X	X	X
Outbound Voice	X	X	X
Outbound Campaigns	X	X	X
IVR	X	X	X
Agent, Supervisor and Administrator Desktop	X	X	X
Graphical Scripting	X	X	X
Reports, Views, and Dashboards	X	X	X
Call Recording	X	X	X
Quality Management		X	X
Web & IVR Callbacks		X	X
Web Chat		X	X
Email		X	X
Quality Evaluations		X	X
Social Media		X	X
SMS		X	X
Workforce Management			X
Screen Sharing			X
Co-Browse			X

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Since the UES Service uses a continuous delivery model, Customer acknowledges that Orange may change or introduce new UES Service features and/or plans at any time.

1.2.5 **UES Service Charges.** The Charges for the UES Service include:

- Charges for the UES Service implementation (with different options),
- Relevant subscription charges/fees for the UES Service Plan (e.g. Period Subscription Fees),
- Charges for UES Service management (with different options),
- Charges for UES Orange developed applications, and
- Pay-per-use charges, over consumption fees and Professional Services fees, which shall be charged in arrears.

Orange may also provide software applications from the AppFoundry, which will be subject to additional charges.

1.2.6 **Licensing Models.** The Customer may only select one Plan for the UES Service. Customer must choose one licensing model for the selected plan from either a named user or concurrent user.

In a named licensing model, anyone (agents, supervisors, administrators, API user using implicit grant authorization type, etc.) that logged into the service during the billing period is a billable named user. The user type billed is the highest-level license assigned to that user during the billing period.

In a concurrent licensing model, the maximum number (peak) of concurrent (simultaneous) users during a billing period is charged. To support shift changes, usage peaks shorter than 30 minutes in duration are disregarded. Orange counts the maximum number of people logged in for over 30 minutes during the billing period.

A blend of licensing models and a blend of Plans are not available.

The platform does not have a function to automatically limit the number of active users or pay-per-use services. Overuse can occur if more users are logged in than the minimum commitment, in which case an overuse charge will be payable. It will be based on month-to-month pricing.

1.2.6.1 **Routing Usage Charges.** Orange has a fair use policy for basic routing / IVR for the UES Service. Customers can use up to the "fair use" basic IVR amounts allocated by user without charge. Basic IVR is consumed when using Inbound Call, Outbound Call and Secure Call flows. In-queue call flows are not part of basic IVR and do not count against the IVR usage. Tools are provided to track actual basic IVR usage. If Customer exceeds the basic IVR allocation, it shall be billed a charge per minute per month. The fair use allocations provided for Customer are calculated by counting the number of billable users of each license type during the Period and applying an allowance for each user to determine the total amount of allocated IVR minutes for Customer during the Period.

1.2.6.2 **Data Storage Usage Charges.** Orange has a fair use policy for data storage for the UES Service. Customer can use up to the "fair use" data storage amounts allocated by user without charge. Tools are provided to track actual storage and the ability to adjust Customer's retention policy. Customer electing to store data above the allocation is billed a charge per GB per month. The fair use allocations provided for Customer are calculated by counting the number of billable users of each license type during the Period and applying an allowance for each user to determine the total amount of allocated data storage for Customer during the Period.

1.2.6.3 **ACD Messaging and SMS Charges.** ACD and SMS messages allow agents to respond to interactions from a number of messaging platforms. UES Service categorizes SMS pricing with rate classes. More specifically, instead of assigning each country a part for both inbound and outbound, Orange uses rate classes. As such, countries that have the same pricing are grouped into the same rate classes. Billing for ACD messaging (such as Facebook Messenger or Twitter) is per conversation. A conversation is defined as any number of interactions (one or many) between a unique End-Customer account and a message platform during the course of the billing cycle. Any ongoing interactions that span a billing cycle will count as one conversation in each billing cycle.

1.2.6.4 **API Overage Charges.** UES Service offers a public API that enables Customer to build integrations between UES Service and its own software and systems, as well as third party apps and extensions. Orange has a fair use policy for the UES Service API. Customer can use the API up to the "fair use" amounts allocated by user without charge. Customer can track its usage of the API against their expected monthly allocation in UES admin. If Customer uses the UES Service API beyond the fair use allocations, it shall be charged per API request over their allotment. UES Service provides fair use allocations for Customer by counting the number of billable users of each license type during the Period and applying the allowance for each user to determine the total amount of allocated API requests for Customer's organization during the Period.

1.2.6.5 **Bring Your Own Technology Services Model.** UES Service is an extensible customer experience platform, offering a range of third-party applications to expand capabilities through a "bring your own technology services" model. The AppFoundry allows Customer to find and install third-party applications that offer increased functionality and entirely new capabilities that integrate into the UES Service. Examples include third-party applications to expand the UES Service's IVR and self-service capabilities including interactive voice bots, automatic speech recognition (ASR), and text-to-speech (TTS). As Customer uses third-party technology solutions inside the UES Service, Customer may incur charges from the third-party vendor. Customer may acquire billing for these services directly, and Orange's Bring Your Own utility charges (price per invocation) appear on the Customer's monthly UES Service invoice.

1.2.6.6 **Bring Your Own Carrier (BYOC) Cloud Charges.** BYOC Cloud allows to define SIP trunks between the Genesys Cloud AWS-based Edge and Media Tier and third-party carriers over the public Internet. Orange has a fair use policy for BYOC Cloud. Customer can use up to the "fair use" included minutes on a per user per month basis without charge. Customer who exceeds the included minutes allocation are billed an overage charge per minute.

1.2.6.7   **Voice Transcription Charges**. Voice Transcription transcribes contact center voice interactions (i.e. audio) into text that is stored as speaker separated conversational language. Orange has a fair use policy for Voice transcription. Customer can use up to the "fair use" included minutes on a per user per month basis without charge. Customer who exceeds the included minutes allocation are billed an overage charge per minute.

1.2.6.8   **Predictive Engagement Charges**. Predictive Engagement is a cloud-based, AI-powered customer engagement feature that analyzes visitors' behaviors on websites, predicts the outcomes visitors are trying to achieve, and personalizes engagements to help visitors achieve those outcomes. Charges for Predictive Engagement are on a per event basis.

1.2.6.9   **Dialogue Engine Bot Flows Charges**. Dialogue Engine Bot Flows is a feature to create bots through a natural language understanding (NLU) engine that can interpret and process information that the Customer provides as input. Orange charges conversations on the voice channel (per each minute) that the Dialogue Engine Bot Flow runs, in 15-second increments. Orange charges conversations on digital channels (chat and messaging) on a per session basis. Each session includes up to eight dialogue turns, or request response pairs, in the bot conversation. If the bot conversation contains more than eight turns, Orange charges an extra session for every additional eight turns.

1.3   Customer Requirements

In order for Orange to provide the UES Services, the Customer shall procure, activate, or ensure (as applicable) the following are in place:

1.3.1   Telephone numbers to receive incoming telephone calls. Calls can be collected via the Orange 'Contact Center Access' service. This service is to be ordered separately from UES Service.

1.3.2   Network services to route calls and to manage connections with Customer sites: Calls can be routed via the Orange Business Talk/Business Talk IP (BT/BTIP) service and Orange Business VPN services, or to Customers' local PSTN GW. All these services need to be ordered separately. If the provider of these services is not Orange, the Customer will provide Orange with all required information to configure the external access. UES Service supports centralized, or Customer premises calls collect with this service.

1.3.3   A Local Area Network ("**LAN**") infrastructure and an internet access at each Customer's site.

1.3.4   IP phones and headsets are not included in the UES Service but can be provided by Orange (resale mode only). The list of supported phones/headsets can be provided by Orange upon Customer's request.

1.3.5   Customer will ensure that its infrastructure allows or enables Dynamic Host Configuration Protocol ("**DHCP**") and Domain Name System ("**DNS**") which are necessary for the IP telephony functionality. Customer will ensure that these services are available within Customer's organization; such services are not provided by Orange as part of the UES Service.

1.3.6   Customer will provide IVR prompts. Customer's prompts must be compliant with Orange's requirements, details of which can be provided by Orange upon Customer's request before any UES Service activation.

1.3.7   In case that the Customer has security equipment, configuration changes to such equipment may be necessary in order to enable the UES Service. Orange will provide a generic matrix of configuration requirements, however, the actual configuration or validation will at all times remain Customer's responsibility.

1.3.8   A voice readiness assessment will not be undertaken to confirm the suitability of Orange's network to carry the necessary traffic to support the UES Service, and the Customer accepts that Orange will troubleshoot Customer care cases only related to Edges sold by Orange. A VoIP waiver is required to be signed by Orange and the Customer since VoIP connectivity or audio quality issues originating from a network segment which has not been validated by an Orange VoIP readiness assessment will not be eligible for support.

1.4   Use of the Service

Customer acknowledges that:

- Orange may need to make changes to the components and features of the UES Service either as a consequence of a technological development, or due to legal and regulatory requirements;

- Internet is not secure and not subject to performance standards. Data sent across the Internet may be delayed or lost and, accordingly, Orange cannot guarantee application response times of, or stability of connections to, the UES Service;

- The software used to provide the UES Service is located on servers that are controlled by third parties (Genesys and AWS) and availability of the UES Service may vary as a result of the actions of the third parties; and Customer is solely responsible for any data or recordings placed on servers including the quality, accuracy, and completeness of that data.

- The UES Service will be available 24 hours a day, 7 days a week, except for: (a) occasional planned downtime at non-peak hours (for which Customer will receive advance notice); or (b) any unavailability caused by circumstances beyond Orange and its suppliers reasonable control, including failure or delay of Customer's Internet connection, misconfiguration by Customer or any third party, issues on Customer's network, or telecommunications services contracted by or for Customer or (c) unavailability as a result of the actions of AWS, including (i) any maintenance or planned downtime of the AWS services (ii) any fault or failure of the AWS services, or (iii) AWS either terminating or suspending the AWS customer agreement or Customer use of AWS services.

- The applicable online guides contain important information relating to the use of the UES Service. Failure to follow the relevant online guides may impair the UES Service.

- Customer is solely responsible for the use (or attempted use) of UES Service and/or by any third party whether authorized or not; and must comply with all regulations (such as SMS and outbound campaigns regulations).

- All UES Services requested by the Customer outside the scope of the initial Order shall incur an additional charge, where Orange shall apply an uplift of twenty percent (20%) to the total monthly invoice.

- Genesys can enhance the UES Service with many third-party applications developed by Genesys, partners, or independent developers. This list of applications is available on the web portal https://appfoundry.genesys.com/. The prices will be displayed on the AppFoundry interface.

- For Premium whitelist applications on AppFoundry, Orange, as an intermediary, will coordinate level 1 support between the Customer and the AppFoundry Partner, and the associated support price will be integrated and displayed on the AppFoundry interface.

- Customer must comply with Orange and Genesys instructions regarding the use of UES Service.

- Customer must keep passwords or other identification codes for UES Service secure.

1.5 9-1-1 Emergency Calling in the United States and Canada

The telecommunications service provider is responsible for routing 9-1-1 emergency calls made with VoIP phones in the United States and Canada. Such provider is required to determine the caller's location and route a 9-1-1 call to the appropriate public safety answering point. This obligation applies to products and services that allow UES Service agents to place interconnected two-way voice phone calls in the United States and Canada.

If Orange is the provider for the UES Service through Orange's Business Talk service, Orange is responsible for routing 9-1-1 emergency calls in the United States and Canada subject to the conditions and disclaimers described in the separate Service Description for Business Talk Service. Customer is responsible for complying with the Customer responsibilities within the UES Service, while also ensuring the agents, who are also bound by these obligations in the United States and Canada, receive warnings, disclosures, and training regarding limitations of the service.

1.6 Data Processing

Exhibit A below sets out the subject matter, duration, nature, and purpose of the Processing, the type of Personal Data and the categories of Data Subjects of the Processing of Personal Data carried out by Orange as part of this Service.

EXHIBIT A   DESCRIPTION OF PROCESSING OF PERSONAL DATA BY ORANGE BUSINESS AS PROCESSOR FOR CUSTOMER – ARTICLE 28 OF GDPR

Name of the Service: **Unified Engagement Suite - Genesys**

Nature of the Processing Activities	Customer Personal Data are processed to provide the Service in accordance with the Service Description or as further instructed by Customer. Processing operations include collection, consultation, transfer, storage, and deletion of Customer Personal Data, as well as other Processing activities in accordance with the configuration and options of each Service, such as recording, organization, modification, or combination.

Subject Matter of the Processing Activities	Duration
Activating, implementing, delivering, and managing the Service. Incident management and support, including changes.	For the necessary period to provide the Service plus 6 months.
In accordance with the Service Description and the options selected:	
Reporting, i.e. reports on billing, usage, quality of service and other reports if and as required by the Customer.	Depending on the contract duration.
Portals, i.e. providing access and use of portals, on-line tools and other applications managed by Orange as part of the provision of its Services.	Depending on the contract duration.
For Cloud storage, Contact Center and "as a service" features, i.e. hosting Customer Personal Data on a dedicated or shared storage infrastructure.	Depending on the contract duration plus 60 days.

Types of Customer Personal Data to be Processed	**Contact Data:** first name, last name, email address, telephone numbers, and job role within the Customer.
	Usage Data: the usage related data to the extent related to natural persons, that Orange collects from services it provides to its Customers. This includes Voice transcripts, SMS and mail content, and voice call recordings.
	Support Data: Customer representative or end user service ticket information (including feedback, comments, or questions) and if applicable, Customer representative or end user telephone recordings for incident.
	Identity Data: first name, last name, honorific (e.g. Ms, Mr. Dr., etc.), username or similar identifier
	Location Data: geographic location.
	Technical Data: Other technology on the devices natural persons use to access areas of Orange portals, or other technical data generated through the use of the service.
	Traffic/Connection Data: data revealing a communication's origin, destination, route, format, size, time duration, time zone setting.
	For Cloud Services, Contact Center and "as a service" features:
	Hosted Data: any categories of Personal Data that may be recorded or stored (such as voicemails, call recordings, files) by Customer and which is hosted on the infrastructure provided by Orange. According to the data hosted by Customer, it may include special categories of Personal Data.

Categories of Data Subjects	Employees of Customer and of its affiliates.
	If applicable, other individuals using the Service or whose Personal Data are collected via the Service.
	For Hosted Data, any category of Data Subjects as determined by Customer.

Authorized Sub-Processors	Orange Affiliates in the EU and outside of the EU Processing Customer Personal Data for the purpose of this Agreement and communicated separately to Customer.
	Orange suppliers in the EU and outside of the EU Processing Customer Personal Data for the purpose of this Agreement and communicated separately to Customer.

	Authorized Sub-Processors in the EU		Authorized Sub-Processors Outside of the EU	
	Name	**Country**	**Name**	**Country**
External Suppliers	Voxpay	France	Genesys	United States
External Suppliers			Google	United States
External Suppliers			Amazon Web Services	United States

END OF SERVICE DESCRIPTION FOR UNIFIED ENGAGEMENT SUITE-GENESYS