



Last Updated Date: 06/06/2023

TTEC Digital Services Name: Optics for Google CCAI Platform (“TTEC Services”)

Services Documentation URL: _____ (“Documentation Address”)

End User Agreement

BY DOWNLOADING OR USING TTEC SERVICES, OR ATTEMPTING TO DO ANY OF THESE, CLIENT ACCEPTS THESE TERMS. IF CLIENT DOES NOT ACCEPT THEM, CLIENT HAS NO RIGHT TO AND MUST NOT DOWNLOAD OR USE THE TTEC SERVICES. IF CLIENT COMPLIES WITH THESE TERMS, THE CLIENT HAS THE RIGHTS BELOW. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON OR A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY, OR LEGAL ENTITY TO THESE TERMS AND CONDITIONS. TTEC MAY UPDATE THESE TERMS AT ANY TIME AND WILL NOTIFY CLIENT OF SUCH CHANGES BY UPDATING THE LAST UPDATED DATE. BY CONTINUING TO USE THE TTEC SERVICES AFTER THE CHANGES BECOME EFFECTIVE, THE CLIENT AGREES TO THE UPDATED TERMS. IF CLIENT DOES NOT AGREE TO THE UPDATED TERMS, CLIENT MUST CEASE USE OF THE TTEC SERVICES.

Access and Use Rights

This End User Agreement (“EUA”) is a legal agreement between TTEC Digital, LLC or other TTEC entity noted in the associated order (“TTEC”), and the Client. TTEC hereby grants to Client a nonexclusive, nontransferable, worldwide, revocable, right to access and use TTEC Services during the subscription period and solely for Client’s internal business use and within Client’s own business unit for the quantities for which Client has paid the applicable subscription fee. Client has no right to receive a copy of the object or source code version of the TTEC Services. Client agrees that TTEC shall have the right to use anonymized user data (i.e., data that is not identifiable to any specific individual) for its own business and reporting purposes and such right shall survive any termination of this EUA. TTEC may track Client’s usage of the product usage for purposes including but, not limited to, information security, preventing unauthorized use of the product, accurate billing and to ensure application stability and scalability. The access and use of the TTEC Services is subject to payment of the subscription fee and the fulfillment of all requirements stipulated in this EUA. Client acknowledges and agrees that the TTEC Services may leverage third party software, including but not limited to open-source software or freeware.

Restrictions on Use



Except as expressly permitted by this EUA or applicable laws, Client agrees not and shall not permit others to (a) copy, modify, decompile, reverse engineer, disassemble, or otherwise discover, or to sell, rent, lease, transfer, sublicense, or loan the TTEC Services or use TTEC Services as a service bureau, in whole or part; (b) create derivative works of the TTEC Services; (c) access the TTEC Services to build a competitive product or service or assist a third party to do so; (d) copy any feature, function, integrations, or interfaces of the TTEC Services; and/or (e) disclose the results of any performance, functionality evaluation or benchmarking to a third party without the express written approval of TTEC. In addition, without the prior express written consent of TTEC, Client shall not perform any technical, application or infrastructure security integrity review, penetration test, or vulnerability scan of the TTEC Services. TTEC reserves all right, title, and interest in and to the TTEC Services not explicitly granted herein, including without limitation all copyrights, patents, and any other proprietary rights and all derivatives and modifications thereto. Client shall not remove or obscure any copyright notices or proprietary legends contained within the TTEC Services or Documentation (defined below).

Support

This EUA grants the Client a limited right to use the TTEC Services only for the subscribed period. Standard Support for the licensed TTEC Services is included in the applicable subscription fee. Standard Support includes the installation of generally available upgrades (major and minor, as provided to all Clients from time to time), as described in the Documentation (defined below).

Subscription Fees

Client shall pay the subscription fee for the TTEC Services in the amounts, currency, and in accordance with the payment terms stipulated on the applicable purchasing vehicle, including but not limited to an order, quote, proposal, or any portal or marketplace where the TTEC Services are legally being offered for subscription.

Term and Termination

If Client fails to comply with any term(s) of this EUA, Client's rights under this EUA will terminate automatically without notice from TTEC. Upon termination and regardless of cause, (i) Client shall destroy all copies of the TTEC Services and Documentation (defined below) in Client's possession (as applicable); and (ii) no refund or credit of any fees will be issued by TTEC to Client.

Limited Warranty



TTEC warrants that the TTEC Services will substantially conform in all material respects to the documentation located at Documentation Address ("Documentation") during the subscribed period. If the TTEC Services fails to fulfill or is not in compliance with the warranty set forth in this section, then Client must inform TTEC in writing and provide information and materials to allow TTEC to reproduce the noncompliance. Client's exclusive remedy under the provision will be to have TTEC, at TTEC's expense and sole option, to either: (a) repair the non-conforming portion of the TTEC Services; (b) modify or repair the non-conforming portion of the TTEC Services with other service offering comparable functionality; or (c) if TTEC is unable to correct the warranty issues after a commercially reasonable period of time, Client may terminate the TTEC Services and TTEC will refund any prepaid, unused fees covering the remainder of the subscribed period. If refunded, Client's access to the TTEC Services will be terminated. This warranty does not apply to problems caused by (i) abuse, misuse, alteration, neglect, accident, unauthorized repair or installation or acts or omissions by any party other than TTEC; (ii) Client's hardware, software, networks, or systems; (iii) Client's failure to promptly install or allow an installation of a revision, update or release provided by TTEC; (iv) use of the TTEC Services not in accordance with the Documentation. THIS SECTION SETS OUT TTEC'S ENTIRE OBLIGATION AND LIABILITY AND CLIENT'S SOLE REMEDY FOR ANY BREACH OF THE WARRANTY SET FORTH IN THIS SECTION.

Disclaimer

EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TTEC SERVICES AND DOCUMENTATION ARE DELIVERED "AS IS" AND WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND BY EITHER TTEC OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, DISTRIBUTION OR DELIVERY OF THE APPLICATION, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. TTEC MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE RELIABILITY, ACCURACY, COMPLETENESS, SECURITY OR SUITABILITY OF ANY OF THE MATERIAL CONTAINED WITHIN THE TTEC SERVICES OR DOCUMENTATION. TTEC MAKES NO WARRANTY THAT THE TTEC SERVICES WILL BE UNINTERRUPTED, ERROR FREE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION, OR WILL MEET CLIENT'S REQUIREMENTS. THE TTEC SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

TTEC DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM TTEC'S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES (SUCH AS NETWORK CARRIERS). AT TIMES, ACTIONS, OR IN ACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CLIENT'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH TTEC WILL USE COMMERCIALY REASONABLE EFFORTS TO REMEDY AND TO AVOID SUCH EVENTS, TTEC CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR.



ACCORDINGLY, TTEC DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS. CLIENT IS SOLELY RESPONSIBLE FOR THE CONNECTION TO THE SERVICES, INCLUDING THE INTERNET CONNECTION.

Limitation of Liability

NEITHER PARTY NOR ITS AFFILIATES, OFFICERS, EMPLOYEES, AND AGENTS, OWNERS AND SUPPLIERS, SHALL HAVE ANY LIABILITY TO THE OTHER PARTY WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR PUNITIVE LOSS, DAMAGE, OR EXPENSES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, DATA, REVENUE, PROFITS, OR USE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF THEY ARE FORESEEABLE. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

EXCEPT FOR ANY LIABILITIES THAT CANNOT BE LIMITED BY LAW, IN NO EVENT SHALL THE CUMULATIVE AMOUNT OF TTEC'S LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT OR BY STATUTE OR OTHERWISE) TO CLIENT ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE TTEC SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, AND RELATED CONTENT THROUGH THE TTEC SERVICES OR OTHERWISE ARISING OUT OF THE USE OF THE TTEC SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT, AND EVEN IF TTEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY AND ALL CLAIMS SHALL NOT IN THE AGGREGATE EXCEED THE FEES PAID BY CLIENT TO TTEC PURSUANT TO THE TERMS OF THIS EUA DURING THE PREVIOUS 12 MONTHS, WITH RESPECT TO THE TTEC SERVICES.

Indemnity by Client

Client will defend TTEC and its affiliates from and against any and all third party claims, actions, suits, proceedings arising from or related to Client's or any authorized user's violation of this EUA (a "Claims Against TTEC"), and will indemnify TTEC and its affiliates for all reasonable attorney's fees incurred and damages and other costs finally awarded against TTEC or its affiliates in connection with or as a result of, and for amounts paid by TTEC or its affiliates under a settlement or final judgement that Client approves of in connection with a Claim Against TTEC. TTEC must provide Client with prompt written notice of any Claims Against TTEC and allow Client the right to assume the exclusive defense and control of the claim and cooperate with any reasonable requests assisting Client's defense and settlement of such matter.

Indemnity by TTEC



TTEC will defend Client from and against any and all third party claims, actions, suits, proceedings arising from or related to any claims that the TTEC Services violate a United States patent or copyright of a third party (a "Claims Against Client"), and will indemnify Client for all reasonable attorney's fees incurred and damages and other costs finally awarded against Client in connection with or as a result of, and for amounts paid by Client under a settlement or final judgement that TTEC approves of in connection with a Claim Against Client. Client must provide TTEC with prompt written notice of any Claims Against Client and allow TTEC the right to assume the exclusive defense and control of the claim and cooperate with any reasonable requests assisting TTEC's defense and settlement of such matter.

Controlling Law and Severability

This EUA shall be governed by the laws of the State of New York excluding conflict of law provisions. If, for any reason, a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this EUA shall continue in full force and effect. This EUA shall be construed and enforced without regard to the United Nations Convention on the International Sale of Goods. Any dispute resolution proceedings, whether in arbitration or court, will be conducted only on an individual basis and not in a class or representative action or as a named or unnamed member in a class, consolidated, representative or private attorney general legal action, unless both TTEC and Client specifically agree to do so in writing following initiation of the arbitration. If Client is an agency or other part of a government entity, other terms or modifications to this EUA may apply.

Export Controls

The TTEC Services may be subject to United States or other international technology control or export laws and regulations. Client must comply with all United States export laws and regulations that apply to the TTEC Services. These laws include restrictions on destinations, end users, and end use that the Client must comply with. Client is responsible for screen for prohibited uses and obtaining any required licenses, government approvals or other authorizations.

Government Rights

If Client is an agency or other part of the U.S. Government, the TTEC Services and Documentation are "commercial computer software" and "commercial computer software documentation" as defined in the applicable provisions of the Federal Acquisition Regulation (the "FAR") and supplements thereto, including the Department of Defense (DoD) FAR Supplement (the "DFARS"). The parties acknowledge that TTEC Services and Documentation were developed entirely at private expense and that no part thereof was first produced in the performance of a Government contract. If TTEC Services and Documentation are supplied for use by DoD, they are delivered subject to the terms of this EUA, DFARS 227.7202-1(a) and DFARS 227.7202-3. If TTEC Services and Documentation are supplied for use by a Federal agency other than DoD, they are



delivered subject to the terms of this EUA and FAR 12.212(a); (ii) FAR 52.227-19; or (iii) FAR 52.227-14 (ALT III), as applicable.

If Client is a federal, state, or other governmental instrumentality, organization, agency, institution, or subdivision, the limitations of liability and Client's indemnity obligations herein shall apply only in the manner and to the extent permitted by applicable law, and without waiver of Client's constitutional, statutory, or other immunities, if any.

Complete Agreement

This EUA constitutes the entire agreement between the parties with respect to the access and use of the TTEC Services and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this EUA will be binding unless in writing and signed by TTEC. No dealer, agent, affiliate or employee of TTEC is authorized to make any amendment to this EUA.