

INNOVATION CHALLENGE - HACKATHON PARTICIPATION AGREEMENT

Genesys is pleased to present EMEA PureCloud Partners Hackathon ("Hackathon"), offered only for registered Partners. This Hackathon Agreement (the "Agreement") is entered between Genesys Telecommunications Laboratories ("Genesys") and the participant identified below ("Participant"), and governs Participant's participation in the Hackathon. By executing this Agreement, Participant agrees to the following terms and conditions:

1. **Participation in the Hackathon.** Coding may begin on Monday, October 22nd at 1:30 pm CET. Code must be submitted by Thursday, October 25th, 2018 at 10:30 am CET. Participant must write to the Genesys APIs. Genesys has the right, at its sole discretion, to disqualify any Participant for breach of the Agreement or additional guidelines presented to Participant before or during the Hackathon. Genesys reserves the right to remove from the Hackathon any Participant for any reason at its own discretion. Genesys has the right to cancel or suspend the Hackathon with or without notice and for any or no reason. Genesys is not responsible for any damage or inconvenience caused by a cancellation or suspension of the Hackathon.

Entrants may not be a person residing in any country embargoed by the United States and/or subject to U.S. export controls or sanctions (including without limitation Iran, Cuba, Sudan, Syria and North Korea), or any other jurisdiction where the Competition is otherwise prohibited, licensed, restricted or taxed by applicable federal, state, territorial, provincial or local laws, rules or regulations and any other country designated by the United States Treasury's Office of Foreign Assets Control. It is your responsibility to ensure that you are legally eligible to enter the Competition and receive a Prize under any laws applicable to you in your jurisdiction of residence or otherwise.

2. **Teams.** Participants are expected to form teams. Participant must be at least 18 years of age. Participant must be physically present at the Hackathon location to gain eligibility for participation. Participant may only be on 1 team. One participant is the minimum for a team, while four (4) is the maximum size. Teams of 3-4 members are recommended. Genesys employee participation is not allowed. Judges may not participate on a team.
3. **Judging.** The Hackathon winners will be chosen from the teams of Participants by a panel of judges selected by Genesys. The judges' decisions are final, binding and uncontestable.
 - a. Judging Criteria:
 - i. Innovation
 - ii. Cool Factor
 - iii. Business Potential/ROI
 - iv. Presentation to Judges
 - v. User Experience
 - b. Judging expectations:
 - i. Includes expert judges for each category.
 - ii. Judging will take place the morning of Thursday, October 25, 2018.
 - iii. Judging will be conducted through team presentations, as assigned.
 - iv. Winners will be announced on Thursday, October 25, 2018 during the Prizes session at 2 PM CET..
4. **Prize Categories.** Prizes will be divided evenly amongst Participant team members unless otherwise noted. Prizes will be awarded to winners in the following categories: (1) Overall Global Winner and (2) Top Innovation Award. Genesys reserves the right not to award a prize in the event Genesys determines, in its sole discretion, that an insufficient number of eligible entries meeting the minimum judging criteria were submitted. Genesys is not responsible for any dispute among teams or team Participants related to prizes. Participant is solely responsible for paying any applicable taxes on prizes it earns.

5. **Publicity and Privacy.** Participant understands that the Hackathon may be photographed, videotaped, recorded, etc., and hereby grants Genesys the right to use Participant's name and/or likeness, any and all footage about Participant's participation in the Hackathon and Participant's Hackathon submission in any manner or media that Genesys sees fit without Participant's prior review or approval and without compensation. By participating in the Hackathon, Participant agrees that Participant's personal data provided as part of the Hackathon entry may be used for the purposes of the Hackathon.
6. **Licensing and Intellectual Property Rights.** Genesys will retain exclusive ownership of all pre-existing works provided by Genesys. Genesys retains exclusive ownership of all works later derived by Genesys, wherein the works later derived (the "Derivative Works") are based on works created during the Hackathon (the "Created Works"). All inventions, technology, data and materials arising out of any submission created by a Participant (wherein the Participant for the purposes of this section is not a Genesys employee or person otherwise under obligation to assign intellectual property to Genesys) during the Hackathon comprise Created Works and shall be owned by the Participant with an exclusive license granted to Genesys. Participant will not take any action that jeopardizes Genesys' proprietary rights or acquire any right in the Derivative Works. Participant hereby assigns any rights Participant may have or acquire in the Derivative Works to Genesys. At Genesys' request, Participant will obtain the execution of any document that Genesys deems appropriate to assign or perfect these rights to Genesys, and will fully cooperate with Genesys in its pursuit of the perfection of such rights. By participating in the Hackathon, Participant agrees that Participant's personal data provided as part of the Hackathon may be used for the purposes of the Hackathon.
7. **Liability Release and Indemnity.** UNDER NO CIRCUMSTANCES WILL GENESYS BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH, ARISING OUT OF OR RELATING IN ANY WAY TO THE HACKATHON AND/OR THIS AGREEMENT. Participant shall indemnify and hold Genesys and its officers, directors, employees, successors and assigns harmless against any claims, losses, damages, liabilities and expenses (including reasonable attorneys' and other professionals' fees) incurred by Genesys arising out of or Participant's negligence or willful misconduct, or Participant's violation of this Agreement. Participant warrants that their submission is their own original work and, as such, is the sole and exclusive owner and rights holder of the submission and that Participant has the right to submit their work in the Hackathon and grant Genesys all the rights described herein.
8. **Governing Law and Severability.** If any dispute arises in connection with the Hackathon, prizes or the Agreement, the parties will first attempt to settle the dispute in good faith between relevant stakeholders. If parties cannot resolve the dispute within 14 days, the dispute shall be escalated to duly authorized representatives of each party from each party's executive management to, in good faith, resolve the dispute or agree on a method of resolution. No party may commence any court proceedings in relation to any dispute arising out of the Agreement until the parties have exhausted this escalation process to settle the dispute, provided that the right to issue proceedings is not prejudiced by a delay. All disputes, claims and causes of action arising out of or in connection with the Hackathon, prizes or the Agreement shall be resolved individually, without resort to any form of class action, and exclusively by Courts of the French Republic, and Participant submits to the exclusive jurisdiction and venue of such courts for the purpose of any such action. This Agreement shall be governed by and construed in accordance with the laws of the French Republic without regard to any conflict of laws rules and principles. If for any reason any provision of this Agreement is adjudicated to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

I, _____ (participant first & last name), acknowledge that I have read and agree to the terms of the Participation Agreement above.

Signature _____ Date _____