

Global Warranty Policy



For End-Users and Genesys Authorized Partners
acquiring products and services directly from Genesys
Effective January 1 2014

This policy applies globally to all Licensed Software, maintenance and services purchased (a) by end-users directly from Genesys and (b) Genesys Authorized Partners directly from Genesys (hereinafter "Customer"). It does not apply to products or services acquired by end-users from Genesys Authorized Partners, where the warranty to the end-user is provided by the Genesys Authorized Partner and not by Genesys. Should there be any difference between this policy and Customer's commercial agreement with Genesys, the terms of the commercial agreement will prevail.

Scope of the Warranty

Genesys warrants that the Licensed Software, as delivered by Genesys to the Customer and when used in accordance with the Documentation, will substantially conform to the Documentation for a period of ninety (90) days from delivery.

If Genesys provides Customer tangible media for Licensed Software, Genesys warrants that the media upon which the Licensed Software is recorded will not be defective under normal use, for a period of ninety (90) days from delivery. Genesys will replace any defective media returned to it within the warranty period at no charge to Customer.

Genesys warrants that it shall provide maintenance and services in a professional and work-person like manner.

Exclusions

The above warranties specifically exclude defects resulting from accident, abuse, unauthorized repair, modifications or enhancements, or misapplication.

Remedies

If the Licensed Software does not comply with this warranty and such non-compliance is reported by Customer to Genesys within the ninety (90) day warranty period, Genesys will do one of the following, at Genesys' reasonable discretion: either (i) use reasonable efforts to repair the Licensed Software, (ii) replace the nonconforming Licensed Software, or (iii) terminate the license and refund the relevant license fees paid for such non-compliant Licensed Software. Any refund provided hereunder shall be deemed a revocation of the license granted for such refunded Licensed Software.

Evaluation Software

Evaluation Software is provided "As-Is" and without warranty of any kind including any set forth in this Policy.

Third Party Products

If Genesys provides third party products, it provides them on an "As Is" basis without warranties of any kind. To the extent authorized, Genesys shall pass through the Customer any warranties such third party products may carry. Exercise of such warranty shall be directly between the Customer and the third party product provider.

Disclaimer

The remedies set forth in this Policy are Customer's exclusive remedy and Genesys' sole liability with respect to the applicable warranties set forth herein. Except for the express limited warranties set forth above, Genesys makes no warranties, whether expressed, implied or statutory with respect to any licensed software, maintenance and support or any services, and Genesys expressly disclaims any implied warranties for merchantability / merchantable quality or fitness for a particular purpose. Genesys does not warrant that the Licensed Software shall meet Customer's requirements of that use of the Licensed Software shall be uninterrupted or error free.

Definitions

"Customer" means either an end-user or Genesys Authorized Partner that purchases Licensed Software, maintenance and services directly from Genesys.

"Documentation" means applicable technical published manuals that accompany the Licensed Software.

"Evaluation Software" means Licensed Software licensed only for the purpose of internal evaluation and demonstration.

"Genesys" means, as the case may be: (i) Genesys Telecommunications Laboratories, Inc., for Customers located in the United States; (ii) Genesys Laboratórios de Telecomunicações Ltda., for Customers located in Brazil; (iii) Genesys Laboratories Canada Inc., for Customers located in Canada; (iv) Genesys Japan Co. Ltd., for Customers located in Japan; and (v) Genesys Telecommunications Laboratories B.V., for Customers located elsewhere.

"Genesys Authorized Partner" means a company authorized by Genesys to licensed Authorized Software and/or sell associated services to end-users.

“Licensed Software” means the applicable generally available software products listed on Genesys’ applicable standard price list, in object code format only, and applicable Documentation ordered by the Customer.