



Cloud Ingenuity LLC
 4100 International Parkway, Suite 1100
 Carrollton, TX 75007
 (972) 402-5522
 orders@cloudingenuity.com
 http://www.cloudingenuity.com



QUOTE: UNIVERSITY OF NORTH TEXAS SYSTEM – UNT - Genesys - HSC Contact Center

Prepared for:



BILL TO

University of North Texas System
 1155 Union Circle #311070
 Denton, TX 76203

QUOTE

UNT - Genesys -
 HSC (master
 quote)
 Quote #: 00001489
 Quote Date: 06/18/2021
 Expiration Date: 07/16/2021

Year 1					
Line #	Item #	DESCRIPTION	QUANTITY	PRICE	EXT PRICE
1	PC-170-NVUSR2C	PureCloud 2 Concurrent User Genesys Cloud Services, Inc. - PC-170-NV-USR2C	40	\$1,652.99	\$66,119.60
2	PC-170-NVUSR2C	PureCloud 2 Concurrent User On-Demand Genesys Cloud Services, Inc. - PC-170-NV-USR2C	1	\$0.00	\$0.00
3	PCL-PO_PureSuccess	Partner Genesys Customer Success Offer (PCL-P-O) Genesys Cloud Services, Inc. - PCL-PO_PureSuccess	1	\$0.00	\$0.00
4	PV-170-NVPCBYOC	PureCloud BYOC Cloud Usage Genesys Cloud Services, Inc. - PV-170-NV-PCBYOC	1	\$0.00	\$0.00
5	TH-900PCEDGE-5140100	PureCloud Edge Appliance Standard V3 Genesys Telecommunications Laboratories†	2	\$6,718.92	\$13,437.84
6	TH-600PCSTDNA	Standard Power Cord - North American Genesys Telecommunications Laboratories	4	\$6.00	\$24.00
7	3GP110766ABAA	PureCloud Learning Subscription Genesys Cloud Services, Inc. - 3GP110766ABAA	5	\$0.00	\$0.00
8	CI Technical Services	Installation and Implementation Services	1	\$45,900.00	\$45,900.00
Category Total:					\$125,481.44

Year 2

Customer hereby authorizes and agrees to make timely payment for products and services rendered, including payments for partials shipments.

Line #	Item #	DESCRIPTION	QUANTITY	PRICE	EXT PRICE
9	PC-170-NVUSR2C	PureCloud 2 Concurrent User Genesys Cloud Services, Inc. - PC-170-NV-USR2C	40	\$1,652.99	\$66,119.60
10	PC-170-NVUSR2C	PureCloud 2 Concurrent User On-Demand Genesys Cloud Services, Inc. - PC-170-NV-USR2C	1	\$0.00	\$0.00
Category Total:					\$66,119.60

Year 3

Line #	Item #	DESCRIPTION	QUANTITY	PRICE	EXT PRICE
11	PC-170-NVUSR2C	PureCloud 2 Concurrent User Genesys Cloud Services, Inc. - PC-170-NV-USR2C	40	\$1,652.99	\$66,119.60
12	PC-170-NVUSR2C	PureCloud 2 Concurrent User On-Demand Genesys Cloud Services, Inc. - PC-170-NV-USR2C	1	\$0.00	\$0.00
Category Total:					\$66,119.60

Credit

Line #	Item #	DESCRIPTION	QUANTITY	PRICE	EXT PRICE
13	PC-170-NV-PBOC	PureBridge -\$1.05 OM PureCloud One-Time Credit Genesys Cloud Services, Inc. - PC-170-NV-PBOC	10844	(\$1.05)	(\$11,386.20)
Category Total:					(\$11,386.20)

Sub Total: \$246,334.44
Tax: \$0.00
Total: \$246,334.44

UNT HSC – Genesys Contact Center
UNTS Service Order

This Service Order is governed by the terms and conditions established in DIR Contract Number DIR-TSO-4288 between Carahsoft Technology Corporation and the Department of Information Resources. Cloud Ingenuity is an authorized reseller approved by Carahsoft Technology Corporation and is subject to DIR-TSO-4288 terms and conditions.

Term

Ramp Period: Ramp (“transition”) Period will begin upon execution of this Service Order and subscription invoicing will begin on March, 30th 2022.

Initial Subscription Term: The Initial Subscription Term for Genesys Solution will begin upon expiration of the Ramp Period and will continue for a term of three (3) years. UNTS will have the option to renew the Initial Subscription Term for additional two (2) additional one (1) year terms upon expiration of the Initial Subscription Term at the price in effect at the time of the renewal.

Payment

During the Ramp period, UNTS will pay for the hardware in accordance with this Service Order, which will be invoiced once shipped. . After the Ramp Period, if actual usage in a month exceeds the Annual Subscription amount set forth in the Cloud Ingenuity quote, you will be charged for such excess. Ramp Period begins upon execution of this contract.

UNTS will pay for Genesys Solution subscription fee as listed in the Quote upon expiration of the Ramp Period. UNTS agrees that the quantity listed in this Service Order will be the minimum required quantity for the Initial Subscription Term and any renewal term(s). Unless otherwise specified in this Service Order, (a) the price and quantities above do not include network services required for the use of the above products and/or services and (b) the use of Genesys network services will be billed at the then-current rates at the end of each billing month. Cloud Ingenuity invoice UNTS for additional

Customer hereby authorizes and agrees to make timely payment for products and services rendered, including payments for partials shipments.

telecommunications charges and/or messaging fees incurred by UNTS as well as any overage usage fees that UNTS incurs. Cloud Ingenuity will exercise reasonable efforts to notify UNTS in advance, prior to incurring such additional charges, and will provide to UNTS a breakdown of such additional charges and/or fees.

SPECIAL TERMS

The following terms apply: A) Cloud Ingenuity agrees that it will not invoice UNTS for subscription fees for the Genesys Solution listed in the Cloud Ingenuity quote until the earlier of the following occur (e.g. whichever comes first): (1) the end of the Ramp Period as captured (and defined) on Cloud Ingenuity quote; or (2) UNTS concludes UNTS maintenance and support plan with its existing Contact Center provider. The maintenance support end date is March 30, 2022 (the "Transition Period"); B) The Transition Period will be added to the minimum term of the contracted Genesys Solution; C) During the Transition Period Genesys will invoice the UNTS for telecommunications charges, messaging fees and taxes incurred. In case of conflict between these terms and any other provisions in the Cloud Ingenuity quote, these terms will prevail. The special commercial terms of this incentive are offered by Cloud Ingenuity as part of the Genesys migration program with incentives.

Genesys Beyond Technical Training Scholarships

Cloud Ingenuity will award UNTS with Genesys Beyond Technical Training Scholarships at no-charge. The Genesys Beyond Technical Training Scholarships provides a single named individual access to attend an unlimited number of Genesys Beyond Technical Training Scholarships courses defined within the subscription during within a 12-month period, which will begin upon execution of this Service Order beginning on the purchase date. Genesys Beyond Technical Training Scholarships are non-transferable. The special commercial terms of this incentive are offered by Cloud Ingenuity as part of a migration program with incentives to UNTS. The UNTS agrees to pay such minimum monthly or annual fees for the Initial Subscription Term and any Renewal Terms. Unless otherwise specified in this Service Order, (a) the price and quantities above do not include network services required for the use of the above products and/or services and (b) the use of Genesys network services will be billed at the then-current rates at the end of each billing month.

Genesys End User Terms and Conditions

UNTS agrees that Genesys Solution will be governed by the terms and conditions of the Genesys Master Software License and Services Agreement. In accordance with the terms and conditions of DIR-TSO-4288, in the event that conflicting or additional terms in Genesys Master Software License diminish the rights of UNTS, such conflicting or additional terms shall not take precedence over the terms of DIR-TSO-4288.

Hardware Orders:

Hardware will be billed when shipped. Taxes and shipping will be calculated upon invoicing. PLEASE NOTE: For all Genesys Cloud Orders Cloud Ingenuity will bill monthly for any overage/usage fees that occur.

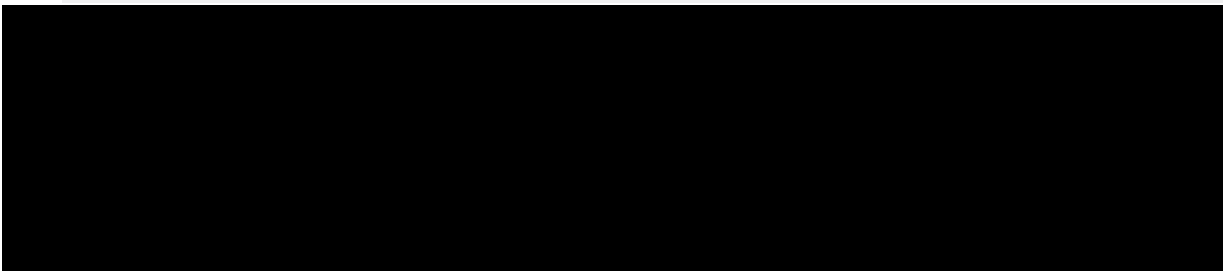
Thank you for the opportunity!

Terms and Conditions:

DIR-TSO-4288 This Proposal is governed by the terms and conditions established in DIR Contract Number DIR-TSO-4288 Expiration Date: February 21, 2023 between Cloud Ingenuity LLC and the Department of Information Resources.

Authorized signature for University of North Texas System

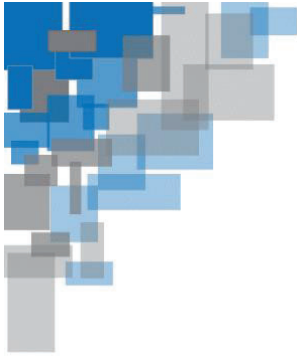
Authorized signature for Cloud Ingenuity



Customer hereby authorizes and agrees to make timely payment for products and services rendered, including payments for partials shipments.

7/20/2021
Date

7/20/2021
Date



Statement of Work

Genesys Contact Center Implementation

This Statement of Work (“SOW”) between the University of North Texas System, for the benefit of itself and its component institutions, University of North Texas, University of North Texas Health Science Center, and University of North Texas at Dallas (“UNT System”, “client”) and Cloud Ingenuity, LLC (“CI”) is effective as of July 1, 2021 (the “SOW Effective Date”). **This work will be performed under DIR contract DIR-TSO-4288 and as HUB certified organization #508335.**

CI is a strong and multi-certified professional services firm with specializations and expertise to meet the client’s requirements. We deliver the highest level of industry-recognized professional services, providing a full range of IT consulting solutions for Fortune 1000 companies, educational, and government agencies.

1. Background

UNTS has engaged CI to perform the migration of their contact center environment to the Genesys Cloud Platform. Today, UNTS is using Avaya and is looking to replace it.

CI will conduct required contact center migration workshop to determine all requirements. With the scope outlined and identified, CI will also perform all required tenant and systems configurations to successfully complete the migration of all contact centers listed within section 2. Description of Services.

By executing this SOW, UNTS confirms that it has will terminate its current maintenance and support plan with any existing contact center service provider and has elected to transition to a Genesys service or product offering as implemented by Cloud Ingenuity.

2. Description of Services

The project will be executed in multiple phases. The scope of the implementation services provided by CI are as follows.

Genesys Cloud Contact Center Tenant Setup

2.1. Setup up Collaboration Requirements

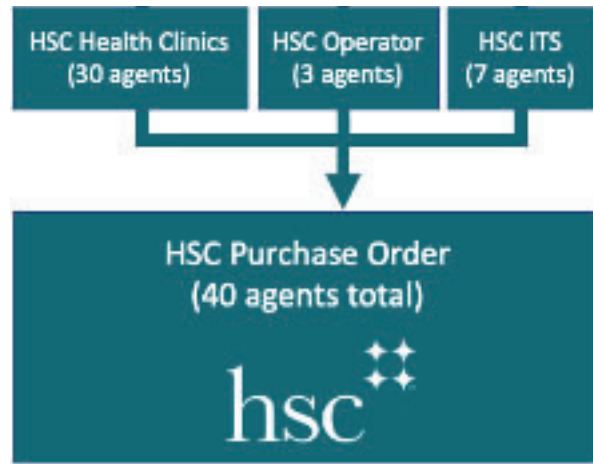
- Administration Roles
- Locations
- Groups
- Division
- Genesys Cloud SCIM (Identity Management) for Azure Active Directory

2.2. Telecom/Edge Communications Setup

- Install/Configure Genesys Cloud Edge Server (Virtual or Hardware)
- Configure SIP Trunking between On-Premise AudioCodes and Genesys Edge Server

2.3. Migrate Qty (1) Contact Center – Phase 1

Department	Description	Agent Count
HSC	HSC Health Clinics	30
HSC	HSC Operator	3
HSC	HSC ITS	7
TOTAL		40



Migration Ordered Tasks:

- 1. Contact Center Discovery**
 Work with the client to understand their current environment and use case for their call center instance. CI will drive to a deep level of understanding and will work to ensure a wholesome understand of the technology and how it is deployed.
- 2. Contact Center Configuration & Testing**
 CI will work to configure the new Genesys system to closely mirror their current system processes and test out new features and functionality. The outcome will be a system that is aligned to the client's current environment and provides a platform moving forward.
- 3. Contact Center Agent Training**
 CI will engage with agents to train them on the new Genesys system. CI will prepare any needed documentation for future training sessions. CI will provide training to key Administrators staff via on-the-job training methods.
- 4. Contact Center Migration**

CI will work with the client to ensure that the systems are successfully transitioned. Acceptance of the new system will be complete once full live test scripts are executed and the system is performing at a satisfactory level.

5. Go-Live Support

During and after the migration, CI will provide support for the agents and managers during the first days of production use.

3. Deliverables

As a result of the activity performed in Section 2, the following deliverables have been identified.

Deliverable	Description
Meetings	<ul style="list-style-type: none"> Project kick-off Working sessions with CI and client staff Final sign-off and project closure
Documentation	<ul style="list-style-type: none"> As-build system documentation Training materials (as required)

4. Out of Scope

Items deemed out of scope for this engagement include the following:

- Hardware and software support outside of those devices being configured as a part of this effort
- Configuration of systems not included in the network segmentation effort
- Change management requests required as a part of the client's process

5. Timeline & Scheduling

For the activity outlined in Section 2, CI will work to outline an ETA for the HSC departments outlined in Section 2.3. Once the full scope and scale is known, a fulsome timeline will be created and monitored as a part of the project management effort.

The expectation is that the tasks will be primarily delivered remotely, but as travel is needed, it will be scheduled in advance upon prior notice and approval by Client.

CI will work to mirror the client's holiday and change blackout schedule throughout the term of the engagement. In the event that the CI and client holiday schedules are out of alignment, CI will work to find a mutually agreed to time to support all parties engaged. In the event that planned or unplanned time off could impact the program, CI will work to ensure that all gaps in coverage are addressed and support the client as required.

The following link will be used as the official UNT System holiday schedule and is subject to change.

<https://hr.untsystem.edu/holidays>

6. Client Responsibilities

Throughout the course of the execution of this SOW, the client will have certain responsibilities to ensure a successful engagement. These responsibilities include, but are not limited, to the following items.

- Primary point of contact
- Delivery of all relevant system drawings
- Delivery of all relevant documented processes
- Remote access to required systems
- Scheduling flexibility for meetings
- CI's responsibility for voice Quality of Service issues is limited only to devices installed and configured by CI personnel
- Network review and analysis to support voice over IP is not considered a part of this Statement of Work
- Client will work with local telephone providers to provide local analog and digital telephone circuits as well as DIDs and/or other telephone services.
- Client personnel will be responsible for the existing MS Exchange environment and will provide the required administration account necessary to add the required UM roles by CI engineering
- Client infrastructure will support voice and data VLANs and the required QOS to support voice priority
- Where required Client will deploy Group Policy as directed by CI to ensure Windows clients meet best practices QOS standards as recommended by Microsoft
- Client will provide virtual infrastructure to deploy required servers
- While onsite, an adequate workspace for CI consultants (as required)
- Meetings and/or conference room to host onsite meetings (as required)
- Comply with all physical and environmental requirements per vendor specifications and will provide all racking, cabling, power, and UPS needed for this project
- Provide virtual infrastructure to deploy required servers
- Validate or acquire any licensing required to support all 3rd Party Solutions and integration with the effort
- Provide maintenance windows to CLOUD INGENUITY to allow for the downtime as required
- Adhere to client's change management policies and file the proper documentation as needed
 - Maintenance windows have been identified as 2am to 7am on Sundays
 - Communication to impacted users will be required
 - All changes will need to be submitted to CAB for approval prior to implementation

7. Fees

For the services outlined in Section 2 and the defined deliverables in Section 3, the following cost structure will apply.

Service Fee Schedule	Total Cost
Genesys Cloud Tenant Setup Completed Genesys Cloud Contact Center Migration HSC Health Completed Genesys Cloud Contact Center Migration HSC Operator Completed Genesys Cloud Contact Center Migration HSC ITS Completed	\$45,900
TOTAL	\$45,900

Should UNTS decide to add more agents from its component institutions, the same unit price or pricing the parties agreed to in this Statement of Work will apply to such future statement of work for other UNTS component institutions. For each call center that UNTS adds, there will be a cost of \$10,088.23 per call center migration and installation.

8. Payment Terms

The Total Cost outlined in Section 7 has been included as Installation and Implementation Services fee in the UNTS – Genesys Quote and will be paid in accordance with the payment terms stated in Quote #00001799. Approved purchase orders & this fully executed SOW will need to be submitted to orders@cloudingenuity.com.

9. Expenses

No additional expenses other than the fees listed above are expected for this SOW. If additional expenses will be incurred, the expenses will be pre-approved and paid for by the client.

11. Modification / Change Policy

Any changes to this SOW after the SOW Effective Date will require appropriate documentation as an addendum to the original SOW and be accompanied by the necessary signatures.

10. Warranty

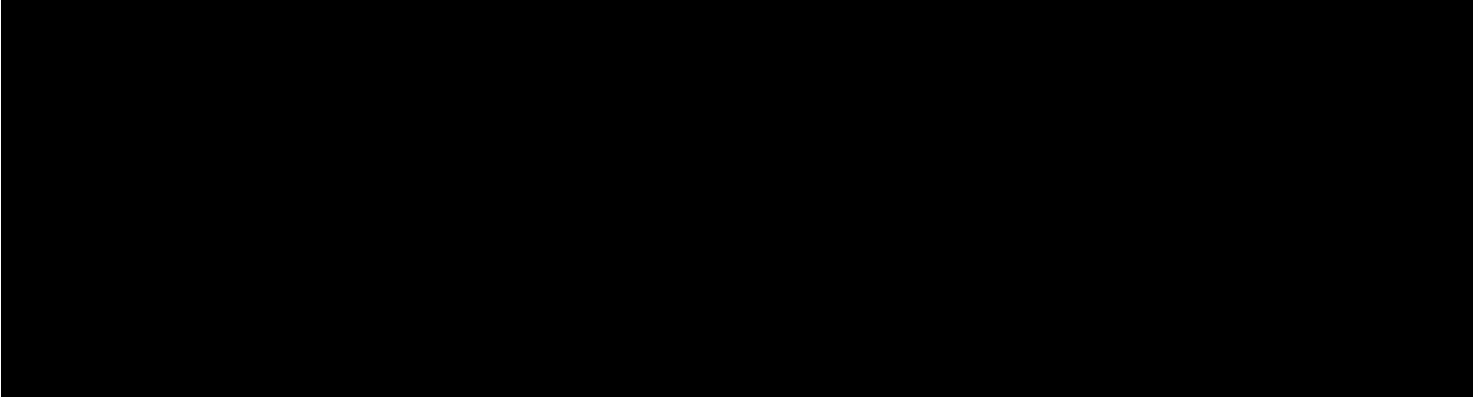
CLOUD INGENUITY warrants that the Services will be performed in a professional and workmanlike manner in accordance with recognized industry standards. CLOUD INGENUITY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (BY ANY TERRITORY OR JURISDICTION) TO THE EXTENT PERMITTED BY LAW, AND FURTHER CLOUD INGENUITY EXPRESSLY EXCLUDES ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY TO THE EXTENT PERMITTED BY LAW.

IN WITNESS WHEREOF, the parties, having carefully reviewed this Statement of Work to the Agreement,

have had a duly authorized officer, partner or principal execute it as of the SOW Effective Date.

University of North Texas System

Cloud Ingenuity, LLC



Date: 7/20/2021

Date: 7/20/2021

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this "BAA") is entered into as of that date set forth on the signature page hereto (the "Effective Date"), by and between the University of North Texas System ("Covered Entity") and Cloud Ingenuity, LLC. ("Business Associate").

RECITALS

WHEREAS, Covered Entity and Business Associate have an existing agreement or are contemplating entering into a business relationship ("Agreement") wherein Covered Entity will make available and/or transfer to Business Associate certain Protected Health Information (defined below) in conjunction with the performance of a function or activity that is being provided by Business Associate to Covered Entity which is confidential and must be afforded special treatment and protection under the Privacy Rule (defined below) and the Security Rule (defined below). In performing under the Agreement, Business Associate will have access to and/or create, receive, maintain, or transmit from or on behalf of Covered Entity certain Protected Health Information that can be used or disclosed only in accordance with this BAA and the HIPAA Rules (defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Covered Entity and Business Associate agree as follows:

AGREEMENT

1. Definitions. Terms used but not otherwise defined in this section have the same meaning as those ascribed to the terms in the HIPAA Rules, as defined below.
 - 1.1 "Breach" means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted by the Privacy Rule which compromises the security or privacy of the Protected Health Information, as described in 45 C.F.R. 164.402.
 - 1.2 "Electronic Protected Health Information" means individually identifiable health information that is transmitted or maintained by electronic media as described in the HIPAA Rules.
 - 1.3 "HHS" means the U.S. Department of Health and Human Services.
 - 1.4 "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and 164.
 - 1.5 "Individual" means the person who is the subject of the Protected Health Information, and has the same meaning as the term "individual" is defined by the HIPAA Rules and shall include a personal representative in accordance with 45 C.F.R. 164.502(g).
 - 1.6 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164.
 - 1.7 "Protected Health Information" has the same meaning as the term "protected health information" as described in the HIPAA Rules, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.

- 1.8 "Required by Law" has the same meaning as the term "required by law" in the HIPAA Rules.
- 1.9 "Secretary" means the Secretary of HHS or his or her designee.
- 1.10 "Security Rule" means the Standards for the Security of Electronic Protected Health Information, 45 C.F.R., Parts 160 and 164.
- 1.11 "Unsecured Protected Health Information" has the same meaning as the term "Unsecured protected health information" as defined in 45 C.F.R. 164.402.

2. Permitted Uses and Disclosures.

- 2.1 General Uses and Disclosures. Except as otherwise limited in this BAA, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity, as necessary under the Agreement, if such use or disclosure of Protected Health Information would not violate the Privacy Rule or the Security Rule if done by Covered Entity.
- 2.2 Limits on Uses and Disclosures. Business Associate shall not use or disclose Protected Health Information provided or made available by Covered Entity other than as expressly permitted, or required by, this BAA or Required by Law. Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures. Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.
- 2.3 Use for Management, Administration, and Legal Responsibilities. Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out Business Associate's legal responsibilities.
- 2.4 Disclosure for Management, Administration, and Legal Responsibilities. Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate or to carry out Business Associate's legal responsibilities, provided that:
 - The disclosure is Required by Law; or
 - Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed that the Protected Health Information will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3. Business Associate Obligations.

- 3.1 Appropriate Safeguards. Business Associate will establish and maintain reasonable and appropriate administrative, physical, and technical safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information, to prevent

use or disclosure of Protected Health Information other than as such use or disclosure is permitted by this BAA.

- 3.2 Reports of Improper Use, Disclosure, or Security Incidents. Business Associate hereby agrees that Business Associate shall report to Covered Entity any:
- Use or disclosure of Protected Health Information not provided for or allowed by this BAA, including breaches of Unsecured Protected Health Information as required at 45 C.F.R. 164.410; or
 - Security incidents in regard to the Electronic Protected Health Information of which Business Associate becomes aware.
- 3.3 Subcontractors and Agents. Business Associate will ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits Protected Health Information on behalf of the Business Associate agrees to:
- The same restrictions and conditions that apply to Business Associate in this BAA to such Protected Health Information; and
 - Implement reasonable and appropriate safeguards to protect the Electronic Protected Health Information.
- 3.4 Right of Access to Protected Health Information. Business Associate hereby agrees to provide access to Protected Health Information in a designated record set (if applicable and as defined in the HIPAA Rules) to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. 164.524, at the written request of Covered Entity.
- 3.5 Amendments to Protected Health Information. Business Associate agrees to make any amendment(s) to Protected Health Information in a designated record set, if applicable, that Covered Entity directs or agrees to pursuant to 45 C.F.R. 164.526, at the request of Covered Entity or an Individual, and in a reasonable time and manner.
- 3.6 Access to Books and Records. Business Associate agrees to make Business Associate's internal policies, procedures, practices, books, and records relating to the use, disclosure, and safeguarding of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary, for purposes of the Secretary's determining compliance with the Privacy Rule and the Security Rule.
- 3.7 Documentation of Disclosures. Business Associate agrees to document such disclosures of Protected Health Information and information relating to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528.
- 3.8 Provide Accounting. Business Associate agrees to provide to Covered Entity or an Individual information collected in accordance with Section 3.7 of this BAA to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528.

- 3.9 Notification of Breach. During the term of this BAA, Business Associate shall notify Covered Entity of any Breach of Unsecured Protected Health Information as required by 45 C.F.R. 164.410, without unreasonable delay, but not later than sixty (60) calendar days (except in the case of a delay by law enforcement in accordance with 45 C.F.R. 164.412) after Business Associate discovers such Breach. The notification will include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach, as well as any other information available to Business Associate that Covered Entity is required to include in a notification to the Individual(s) under 45 C.F.R. 164.404(c).
- 3.10 Transfer of Obligation. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate must comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);

4. Covered Entity Obligations.

- 4.1 Notice of Privacy Practices. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices to the extent such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- 4.2 Provide Changes of Authorization or Permission. Covered Entity shall provide, in writing and in a reasonable time and manner, Business Associate with any changes in, or revocation of, authorization or permission by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- 4.3 Provide Restrictions. Covered Entity shall notify Business Associate, in writing and in a reasonable time and manner, of any restrictions to the use or disclosure of Protected Health Information changing Business Associate's obligations that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522.
- 4.4 Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the HIPAA Rules or this BAA if done by Covered Entity.

5. Term and Termination.

- 5.1 Term. The term of this BAA shall commence as of the Effective Date and shall continue until terminated as provided herein.
- 5.2 Termination of BAA.
- *Termination of Agreement.* This BAA shall terminate upon termination of the Agreement.
 - *Termination for Cause.* Upon Covered Entity's knowledge of a material breach of this BAA by Business Associate, Covered Entity shall provide written notice of such breach to Business Associate and provide an opportunity for Business Associate to cure the breach or end the violation, and if Business Associate does

not cure the breach or end the violation within thirty (30) business days from the date Business Associate receives the written notice referred to above from Covered Entity, Covered Entity may immediately terminate this BAA. Covered Entity may terminate this BAA immediately without opportunity for cure if Business Associate and Covered Entity agree that cure is not reasonably possible.

- *Special Termination.* In the event that any federal, state, or local law or regulation currently existing or hereinafter enacted, or any final or non-appealable construction or interpretation of such law or regulation (whether federal, state, or local) or enforcement of such laws or regulations hereinafter occurs that makes performance of this BAA impossible or illegal, the parties mutually agree to enter into negotiations to modify this BAA to make substantial performance of this BAA possible. However, should the parties be unable to agree upon an appropriate modification to comply with such requirements following thirty (30) days of good faith negotiations, either party may give written notice to immediately terminate this BAA.

5.3 Obligations of Business Associate Upon Termination.

- *Return or Destruction.* Upon termination of this BAA for any reason, Business Associate hereby agrees to return all Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity, or, to the extent authorized by Covered Entity, destroy such Protected Health Information. Business Associate shall retain no copies of the Protected Health Information, except as provided herein.
- *Retention.* Except as otherwise limited in this BAA, in the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction of the Protected Health Information not feasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is not feasible, Business Associate shall extend the protections of this BAA to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction not feasible, for so long as Business Associate maintains such Protected Health Information.

5.4 Survival. The obligations of Business Associate under this Section shall survive the termination of this BAA.

6. Indemnification. Business Associate shall indemnify and hold harmless Covered Entity against any claims, liabilities, damages, and expenses, including reasonable attorneys' fees, incurred by Covered Entity for Breach and/or incurred by Covered Entity in defending or compromising actions brought against Covered Entity arising out of, or relating to, the acts or omissions of Business Associate or Business Associate's employees, officers, directors, agents, representatives, sub-contractors or independent contractors in connection with Business Associate's negligent or fraudulent performance of Business Associate's applicable duties under this BAA. This indemnity shall be in proportion to the amount of responsibility found attributable to Business Associate.

7. Miscellaneous.

- 7.1 Survival of Obligations. Except as otherwise limited in this BAA, termination of this BAA shall not relieve either party from fulfilling any obligation under this BAA, or any other BAA between the parties that, at the time of termination, has already accrued to the other party, or which thereafter may accrue with respect to any act or omission that occurred prior to such termination.
- 7.2 Governing Law. This BAA shall be governed by the laws of the State of Texas. Venue for any proceeding related to this BAA shall be in a court of competent jurisdiction in Tarrant County, Texas.
- 7.3 Binding Nature and Assignment. This BAA shall be binding on the parties and the parties successors and permitted assigns, but neither party may assign this BAA without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed, or conditioned.
- 7.4 Notices. Any notice required or permitted to be delivered hereunder shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the parties hereto at the respective addresses set forth below, or at such other addresses as they shall specify by written notice delivered in accordance herewith:

If to Covered Entity:

University of North Texas Health Science Center

3500 Camp Bowie Blvd.

Fort Worth, TX 76107

Attn:

If to Business Associate:

Cloud Ingenuity, LLC

4100 International Pkwy. #1100

Carrollton, TX 75007

- 7.5 Cooperation. Both Business Associate and Covered Entity acknowledge that mutual cooperation and assistance is essential to each party's performance under this BAA; therefore, it will be the duty of both parties to make all good faith efforts to fully cooperate in the execution of this BAA.
- 7.6 Headings. The headings of this BAA are inserted for convenience only and are not to be considered in the interpretation of this BAA. They shall not in any way limit the scope or modify the substance or context of any sections of this BAA.
- 7.7 Force Majeure. Neither party shall be liable or be deemed in breach of this BAA for any failure or delay of performance, which results, directly or indirectly, from acts of God, civil, or military authority, public disturbance, accidents, fires, or any other cause beyond the reasonable control of either party, and such nonperformance shall not be grounds for termination.

- 7.8 Regulatory References. A reference in this BAA to a section in the Privacy Rule or the Security Rule means the section as in effect or as amended and for which compliance is required.
- 7.9 Amendment. Except as otherwise limited in this BAA, the parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity (and, if applicable, Business Associate) to comply with the requirements of the HIPAA Rules. No changes in, or additions to, this BAA shall be recognized unless incorporated herein by written amendment by the parties, such amendment(s) to become effective on the date stipulated in such amendment(s). No discharge of obligations arising under this BAA shall be valid unless in writing and executed by the party against whom such discharge is sought to be enforced.
- 7.10 Debarment. Business Associate represents and warrants that Business Associate is not currently or has not at any time been suspended, excluded or debarred from or sanctioned by any federally funded health care program, including, without limitation, Medicare or Medicaid, and Business Associate shall notify the Covered Entity immediately if it becomes aware of any such exclusion, debarment, or sanction.
- 7.11 Interpretation. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.

Business Associate and Covered Entity have caused this Business Associate Agreement to be signed and delivered by their duly authorized representatives, effective as of _____.

_____ M



BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made and entered into as of the date of the last signature below (the “Effective Date”), by and between the University of North Texas System, for the benefit of its covered entity component institution (University of North Texas Health Science Center) (“Customer” or “Covered Entity”), and Genesys Cloud Services, Inc., a California corporation with its principal place of business at 2001 Junipero Serra Boulevard, Daly City, CA 94014 (“Genesys”). This Agreement shall be applicable only to the extent that Genesys is a Business Associate (as defined below) of Customer, and shall only apply to Genesys services.

WHEREAS, Customer has licensed Genesys software through a Genesys reseller;

WHEREAS, Genesys may perform certain services for, or on behalf of, Customer that require Genesys to access, create, and/or use health information that is subject to the federal privacy regulations (the “Privacy Rule”) and the federal security regulations (the “Security Rule”) issued pursuant to the Health Information Portability and Accountability Act of 1996 (“HIPAA”) and codified at 45 C.F.R. parts 160 and 164, and Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment act of 2009 (the “HITECH Act”); and

WHEREAS, Customer and Genesys mutually desire to outline their individual responsibilities with respect to Protected Health Information.

NOW, THEREFORE, the parties agree to the following terms and considerations:

I. Definitions

- (a) The following terms used in this Agreement shall have the same respective meanings as the terms have in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific Definitions:

- (b) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and, in reference to the party to this Agreement, shall mean Genesys.
- (c) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and, in reference to the party to this Agreement, shall mean Customer.
- (d) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

II. Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or disclose Protected Health Information other than as permitted or required by this Agreement, or as required by law;
- (b) Use reasonably appropriate safeguards, and comply in all material respects with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for by this Agreement;
- (c) Report to Covered Entity any confirmed use or disclosure of Protected Health Information not provided for by this Agreement of which Business Associate becomes actually aware, including breaches of unsecured Protected Health Information as required at 45 CFR 164.410, and any confirmed Security Incident of which Business Associate becomes actually aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Business Associate subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to restrictions, conditions, and requirements no less strict than those that apply to Business Associate with respect to such Information under this Agreement;



- (e) Upon advance written notice, and at Covered Entity's expense, make available Protected Health Information in a designated record set to the Covered Entity as reasonably necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;
- (f) Make any amendment(s) to Protected Health Information in a designated record set as reasonably directed by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as reasonably necessary and requested in an advance writing to satisfy Covered Entity's obligations under 45 CFR 164.526;
- (g) Maintain and make reasonably available, upon advance written notice, the information reasonably required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;
- (h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply in all material respects with the requirements of Subpart E that reasonably apply to the Covered Entity in the performance of such obligation(s); and
- (i) Upon advance written notice, and at Covered Entity's expense, make its internal practices, books, and records reasonably available to the Secretary for purposes of determining compliance with the HIPAA Rules.

III. Permitted Uses and Disclosures by Business Associate

- (a) Business Associate may use or disclose Protected Health Information as necessary to perform the services set forth in its service agreement(s) with Covered Entity.
- (b) Business Associate may use or disclose Protected Health Information as required by law.
- (c) Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent in all material respects with Business Associate's relevant security policies and procedures.
- (d) Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.
- (e) Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate provided that the disclosure is required by law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed that the Protected Health Information will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (f) Business Associate will ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits Protected Health Information on behalf of the Business Associate agrees to substantively the same restrictions and conditions that apply to Business Associate in this Agreement to such Protected Health Information and implement reasonable and appropriate safeguards to protect the Protected Health Information.

IV. Obligations of Covered Entity

- (a) Covered Entity shall immediately notify Business Associate of any limitation(s) in the notice of privacy practices of a covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- (b) Covered Entity shall immediately notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- (c) Covered Entity shall immediately notify Business Associate of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.



- (e) Covered Entity shall follow Business Associate's written instructions when sending Protected Health Information to Business Associate, as provided in the Genesys service documentation.
- (f) Covered Entity shall provide written notice to Business Associate to the extent that any final regulation or amendment to final regulations promulgated by the Secretary under the HITECH Standards or HIPAA requires an amendment to this BAA to comply with such laws. Such written notice shall include the proposed language of such amendment that is required by any such final regulation. In the event that Business Associate objects to the amendment, the parties shall work in good faith to reach an agreement on an amendment to the BAA that complies with the final regulations. If the parties are unable to reach an agreement regarding amendment to the BAA within sixty (60) days of the date that Covered Entity receives written objection from Business Associate, Covered Entity may terminate the Agreement upon ninety (90) days written notice to Business Associate.
- (g) Business Associate is in no way responsible or liable for the content of the Protected Health Information received by Business Associate from or on behalf of Covered Entity.
- (h) Covered Entity shall comply with all laws applicable to it in relation to the use and disclosure of PHI.
- (i) If Covered Entity is using the PureCloud service, Covered Entity will not transmit PHI via ACD email or SMS messaging.
- (j) Covered Entity acknowledges that third-party integrations may alter the scope of how data is processed, and that some third-party integrations may not be viable for customers requiring HIPAA compliance.
- (k) To ensure Protected Health Information stays within the appropriate environment, Covered Entity will not include Protected Health Information within the agent definition, including Intents, Training Phrases, and Entities.

V. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

VI. Term and Termination

- (a) Term. The Term of this Agreement shall be effective as of the Effective Date, and shall terminate upon termination or expiration of Customer's right to access Genesys services or on the date a party terminates this Agreement for cause, whichever is sooner.
- (b) Termination for Cause. A party may terminate this Agreement upon advance written notice to the other party if the other party has violated a material term of this Agreement and not cured such breach or ended the violation within sixty (60) days.
- (c) Obligations of Business Associate upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
 1. Retain only that Protected Health Information which is required by law for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 2. Return to Covered Entity or destroy the remaining Protected Health Information that the Business Associate still maintains in any form;
 3. Continue to use reasonably appropriate safeguards and comply in all material respects with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Agreement, for as long as Business Associate retains the Protected Health Information;
 4. Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set forth herein which applied prior to termination; and



- 5. Return to Covered Entity or destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

VII. Liability

Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

THE AGGREGATE AND TOTAL LIABILITY OF GENESYS AND ITS LICENSORS FOR ANY LOSS, COST, CLAIM OR DAMAGES OF ANY KIND ARISING FROM THIS AGREEMENT WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE FEES ACTUALLY PAID TO GENESYS RESELLER BY COVERED ENTITY UNDER THE APPLICABLE SERVICES ORDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM THAT ACTUALLY CAUSED THE LOSS, COST, CLAIM OR DAMAGE.

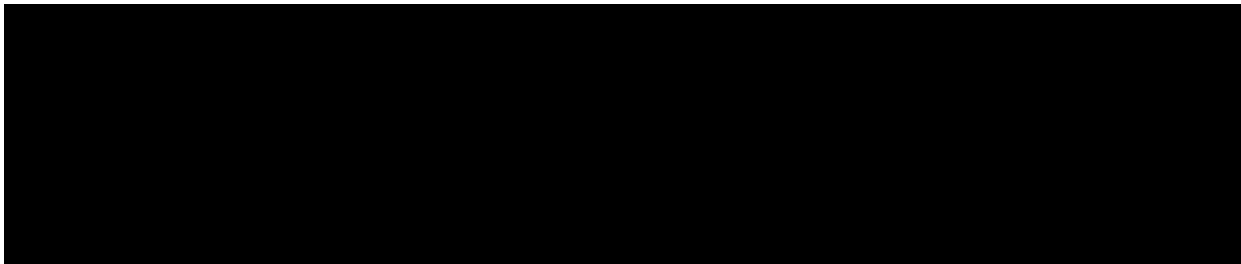
VIII. Miscellaneous

- (a) Business Associate Status. The terms of this Agreement shall only apply to Business Associate if and only to the extent Business Associate is determined to be a “business associate” as that term is formally defined under HIPAA. Business Associate’s execution of this Agreement does not constitute an acknowledgment by it of status as a “business associate” under HIPAA or an entity required to comply with the HITECH Act.
- (b) No person or entity is to be considered a third-party beneficiary under the Agreement or this BAA and nothing herein shall confer upon any person other than the parties any rights, remedies, obligations or liabilities whatsoever.

ACCEPTED AND AGREED:

Genesys Cloud Services, Inc.

University of North Texas System



Title 7/14/2021

Title 7/20/2021

Date

Date