

This is the Noralogix REPO361 Terms & Conditions (referred to as the "REPOAgreement")

By accessing (installing or logging into) the Noralogix REPO361 (Noralogix REPO361, also sometimes referred to as 'NoralogixREPO', 'Noralogix Repo361', 'NoralogixRepo361', 'NoralogixREPO361', 'NoralogixREPO', 'REPO361' or 'REPO' will be referred to as the "Application") webpage (<https://apps.repo361.com/>), you will be redirected to the Application to view your Genesys Cloud Organization (referred to as the "Org") data. By logging into the Application using your Genesys Cloud account or active directory account you (you shall be referred to as the "Licensee") are accepting or agreeing to the terms and conditions set forth below, on behalf of your company or organization. If you, the Licensee, do not agree to these terms and conditions or do not have the correct authority from the company or organization you represent, work for, are employed by, THEN, do not download, install, access, or make use of this software the Application as this is a legally binding contract. The REPOAgreement is BETWEEN Noralogix Pty (LTD) (referred to as the "Licensor") Registration No: 2017/288315/07, existing under the laws of South Africa AND you, the Licensee.

1. Term. The REPOAgreement begins on the effective date, after you, the Licensee has logged into the Application using your Genesys Cloud account or active directory account. After you, the Licensee has logged into the Application using your Genesys Cloud or active directory account, you acknowledge, understand, and agree that additional charges will be applied, this will be set forth in a separate agreement by your Genesys Cloud partner. It is understood, however, that you, the Licensee will not incur any charges for your use of Noralogix REPO361 if you have agreed to a trial period with your Genesys Cloud partner (this will be referred to as the "Trial"). After the Trial, you the Licensee will be invoiced in advance for each month you use the Application. The Application service can be cancelled by you the Licensee after the agreed end date (with your Genesys Cloud partner) has elapsed. The cancellation will then take effect immediately, the billing cycle will stop after the current billable cancellation month. If you, the Licensee would like to make use of the Application after termination has taken place you, the Licensee can do so by accessing the webpage (<https://apps.repo361.com/>), however, there will be no Trial and billing will commence immediately for the current billable month.

2. Grant of License to Access and Use Service. The Licensor hereby grants to the Licensee, including all the Licensee authorized users, a non-exclusive, non-sublicensable, non-assignable, royalty-free, licenses to access and use the Application solely for the Licensee internal business operations in accordance with the terms of the REPOAgreement. There is no license limit on the amount of authorized Licensee users using the Application, however, from time-to-time the Licensor will evaluate the Licensee usage. If the Licensee company usage is deemed excessive in the sole discretion of the Licensor, you, the Licensee agree that the Licensor can adjust the monthly rate. The Licensor may, among other aspects, deem excessive usage in terms of data and user Application access. The current user Application fair use access is 1 to 7 internal business users. You, the Licensee also acknowledges that, the Licensor may make changes to the Application as it may require in its sole discretion.

3. Termination for Material Breach. Each party, the Licensor and the Licensee, may terminate the REPOAgreement with immediate effect by delivering notice of the termination to the other party, if:

-The other party fails to perform, has made, or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and

-The Failure, inaccuracy, or breach continues for a period of 30 days' after the injured party delivers notice to the breaching party reasonably detailing the breach.

4. Termination for Failure to Pay. The Licensor may terminate the REPOAgreement with immediate effect by delivering notice of the termination to the Licensee if the Licensee fails to pay the monthly subscription fee.

5. Pay Outstanding Amounts. The Licensee shall be billed at the beginning of the cancellation month. The billing cycle will stop after the cancellation month. You, the Licensee shall not be entitled to any credits or refund amounts accrued prior to termination of the Application.

6. Pay Outstanding Amounts. Discontinuance of Use. You, the Licensee shall cease all use immediately of the service of the Application after the Licensor has completed the deleting steps. After the deleting process is complete you, the Licensee will automatically have no access to the Application. If you, the Licensee require access again, you, the Licensee will be required to agree to these Terms again.

7. The Licensee Restrictions. You, the Licensee will not:

- Distribute, license, loan, or sell the Application or other content that is contained or displayed in the Application,
- Modify, alter, or create any derivative works of the Application,
- Reverse engineer, decompile, decode, decrypt, disassemble, or derive any source code from the Application,
- Remove, alter, or obscure any copyright, trademark, or other proprietary rights notice on or in the Application,
- Upload, post, reproduce or distribute any information, software, or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights,
- Distribute any information regarding the performance of the Application,
- Use the Application or any of its constituent parts for any purpose it was not intended,
- Use the Application in any manner deemed unfair or unacceptable use by the Licensor in its sole discretion.

8. Data Protection. The Licensee shall implement appropriate safeguards to prevent unauthorized access to, use of, or disclosure of protected Information on the Application. You, the Licensee is responsible for all actions using Licensee authorized user login usernames and passwords, and you, the Licensee agree to immediately notify, by email, the Licensor of any unauthorized access. You and any of the authorised users from time to time may require data deletion of your identifying or personal particulars at any time should you discontinue use.

9. Data Privacy. You, The Licensee, grant the Licensor the rights to make use of your Genesys Cloud data (royalty-free right) for the purposes of testing the Application from any worldwide location, as well as limiting the amount of API requests made to Genesys (client cost saving exercise). The Licensor may not share or distribute any of your data without your consent, which is hereby provided by you to the Licensor on behalf of those who access and use the Application. You, The Licensee, also agree that the caching of the following data by the Licensor on a Microsoft Azure instance (this will be referred to as the "AzureInfo") owned and managed by the Licensor is permitted:

- Genesys Cloud Users (Licensee Genesys Cloud Org list of users),
- Genesys Cloud Wrap-ups (Licensee Genesys Cloud Org list of wrap up codes),
- Genesys Cloud Queues (Licensee Genesys Cloud Org list of workgroups).

You, The Licensee, also agree that the storing of the following data by the Licensor in a secure vault on Azure Info owned by the Licensor is permitted:

- Genesys Oauth Application ID (Licensee Genesys Cloud Org list of Oauth's). All, Licensee AzureInfo is hosted and owned by the Licensor within an instance of Microsoft Azure. The Licensor has taken security procedures to protect your AzureInfo from security breaches. However, the Licensor cannot guarantee that the security procedures put in place will be 100% error free or for any data lost, due to factors that are not within the control of the Licensor. These factors include but are not limited to:

- Data network transmission

- Breach of Microsoft Azure and/or Microsoft services You, the Licensee agree that you, the Licensee is solely responsible for the extracting and security of all exported data performed by authorized users (user definition defined in section 2 Grant of License to Access and Use Service) into the extracted formats (pdf, csv, excel) supplied in the Application. You, the Licensee agree that the Licensor is not be held responsible for any data breach data loss, cost, liability of damage, including attorney fees, incurred.

10. Data Accuracy. You, the Licensee, agree that the accuracy of data provided to the Licensor by all those who access and use same, is true and accurate in all respects. From time to time the Licensor will take it on their own to check the accuracy of data produced by Genesys for the Application. The Licensee agrees that the Licensor is not responsible for the accuracy of data and that they the Licensee is responsible for following this up with Genesys or their Genesys Cloud partner.

11. Compliance with Notification Laws. You, the Licensee shall comply with all applicable laws regarding the notification of individuals in the event of an unauthorized release of personally identifiable information and notification other unauthorized data and information disclosures, as well as taking all reasonable measures to ensure the safety of data.

12. Procedure After Unauthorized Disclosure. Within 72 hours of discovering any breach of the Company's security obligations or of any other event requiring notification under applicable law, The Licensee shall notify the Licensor, and any other individuals law requires to be notified, of the breach or other events by e-mail to support@noralogix.com. The Licensor's hall, in reciprocity, also inform the Licensee of any such breach within 72 hours.

13. Fees. The Licensee fees are supplied to by your Genesys Cloud partner. If you have any queries in this regard please contact support@noralogix.com.

14. Export Compliance. The Licensee shall be solely responsible for obtaining all licenses, permits or authorizations as required from time to time by any government for any export.

15. Ownership of Intellectual Property. The Licensor will retain all interest in and to the Application, including all documentation, modifications, improvements, upgrades, derivative words, and all other Intellectual Property rights in connection with Application, including the Company's name, logos, and trademarks reproduced through the Application. The Licensor will add the Licensee Genesys Cloud Org name to the Application, this does not grant the Licensee any ownership rights on any level and all ownership is solely owned by the Licensor.

16. Indemnification for Infringement Claims. Licensee shall indemnify the Licensor against all losses and expenses arising out of any proceeding:

- Brought by a third party, and

-Arising out of a claim that the Application infringes the third party's Intellectual property rights.

17. Notice and Failure to Notify. Notice Requirement. Before bringing a claim for indemnification, Customer shall:

- Notify the Licensor of the indemnifiable proceeding, and

-Deliver to the Licensor all legal pleadings and other documents reasonably necessary to indemnify or defend the indemnifiable proceeding.

18. Failure to Notify. If the Licensee fails to notify the Licensor of the indemnifiable proceeding, the Licensor will be relieved of its indemnification obligations.

19. Exclusive Remedy. the Licensee right to indemnification is the exclusive remedy available with respect to a claim of indemnification.

20. Mutual Limit on Liability. Neither party, the Licensor, and the Licensee, will be liable for breach-of-contract damages suffered by the other party that are remote or speculative, or that could not have reasonably been foreseen on entry into the REPOAgreement.

21. Maximum Liability. The Licensor or the Licensee liability under the REPOAgreement, shall not exceed the fees paid by under the REPOAgreement.

22. Entire Agreement. The REPOAgreement represents the entire understanding between the parties (the Licensor and the Licensee) with respect to its subject matter and supersedes any previous communication or agreements that may exist.

23. Amendment. The REPOAgreement can be amended from time to time by the Licensor. The Licensor will notify the Licensee of any changes via e-mail.

24. Assignment. The Licensee may not assign the REPOAgreement or any of their rights or obligations under the REPOAgreement without the Licensor party's written consent.

25. Method of Notice. The Licensor and the Licensee will give all notices and communications between the parties in a certified mail.

26. Receipt of Notice. A notice given under the REPOAgreement will be effective on-The other party's receipt of it, or-If e-mailed, the earlier of the other party's receipt of it and the fifth business day after e-mailing it.

27. Governing Law. The REPOAgreement will be governed, construed, and enforced in accordance with the laws of South Africa, without regard to its conflict of laws rules.

28. Severability.If any part of the "REPOAgreement" is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

29. Waiver.The failure or neglect by a party to enforce any of rights under the REPOAgreement will not be deemed to be a waiver of that party's rights.

30. Force Majeure. A parties (The Licensor and the Licensee) shall not be liable for any failure of or delay in the performance of the REPOAgreement for the period that such failure or delay is:

-Beyond the reasonable control of a party,

-Materially affects the performance of any of its obligations under the REPOAgreement, and

-Could not reasonably have been foreseen or provided against but will not be excused for failure or delay resulting from only general economic conditions or other general market effects.

31. Applicable Service Levels. The Licensor shall provide the Application to the Licensee with a System Availability of at least 99% during each calendar quarter.

32. System Maintenance. The Licensor may take the Application offline for scheduled maintenances or updates, and-Change its schedule of maintenances on one month written notice to Customer.

33. System Availability Definition. Percentage of Minutes per Month. "System Availability" means the percentage of minutes in a month that the key components of the Application are operational.

34. Not Included in "Application" Availability. The "Application" will not include any minutes of downtime resulting from:

- Scheduled maintenance,
- Events of force majeure,
- Malicious attacks on the system,
- Microsoft Azure services non availability,
- Microsoft services non availability,
- The deletion, editing, changing of any roles and permissions as well as OAuth credentials created on the Licensee Genesys Cloud Org,
- The non-availability, errors, faults, changing of environment of the Genesys Cloud or the Genesys Cloud Org of the Licensee,
- Issues associated with Customer's computing devices, local area networks or internet service provider connections, and
- The Licensor inability to deliver services because of Licensee acts or omissions

You, the Licensee agree that the use of the Application is at your sole risk. The Application and its service availability is provided on an AS- IS-AND-AS-AVAILABLE basis. The Application is provided without warranty of any kind, express or implies, including but not limited to the warranties of merchantability, fitness for a particular purpose and non-infringement. In no event whatsoever shall the Licensor, its directors, employees, partners, agents, suppliers, or affiliates be liable for any claim, damages, or other liability, whether in an action or contract, tort or otherwise, arising from, out of or in connection with the "Application" or the use or other dealings in/with the Application.

35. Support Services. The Licensor will provide the Licensee with email support during the Licensor normal business hours for Application current features, new features, bug fixes and new version releases only. The Licensor is not responsible for any other supporting issues other than Application current features, new features, bug fixes and new version releases only. If additional support is required, the Licensee request support services from their Genesys Cloud partner. You, the Licensee agree that if any of the essential components are in anyway not present on the Licensee Genesys Cloud Org, that a fee and/or a warning can be implemented by the Licensor to the Licensee, the Licensee being the responsible party.

36. Additional. You, the Licensee agree that:

- The Licensor has the right to automatically install the roles/permissions Noralogix_Repo361_Supervisor, Noralogix_Repo361_License, Noralogix_Repo361_Backend, and Noralogix_Repo361_Agent (found Genesys Cloud Licensee Org Roles/Permissions section)
- The Licensor has the right to automatically install the Integration Noralogix REPO361(found Genesys Cloud Licensee Org Integrations section)
- The Licensor has the right to automatically install the OAuth App Repo 361 (found Genesys Cloud Licensee Org Oauth section)
- The Licensor has the right to conduct daily audit to see that every user/agent has the role Noralogix_Repo361_Licenseadded,
- You, the Licensee, will make sure all supervisors required to view the Application are assigned the role Noralogix_Repo361_Supervisor.

37.

Collection of Personal Data

When clients visit our website and fill out the inquiry form, we collect the following personal information:

- Name: Required to identify the client.
- Email Address: Required to communicate with the client.
- Phone Number: Required to provide an alternative method of communication.
- Description of Services Needed: Required to understand the client's specific development service request.

This information is collected solely to facilitate communication and provide the requested services.

38.

Use and Sharing of Personal Data

The information collected through the inquiry form is used for the following purposes:

- Contacting the Client: The head of operations at Noralogix will contact the client via email or phone to discuss their inquiry and provide details about the requested development services.
- Internal Use Only: The data provided by the client is accessed exclusively by the head of operations. No other internal or external parties will have access to or use the client's personal information.

39.

Retention of Personal Data

The collected data will be retained only as long as necessary to address the client's inquiry or as required by applicable legal or operational obligations.

40.

Data Security

To protect the information provided by the client:

- All data transmitted through the website is encrypted.
- Access to the data is restricted to authorized personnel only (i.e., the head of operations).
- Regular audits are conducted to ensure compliance with data protection standards.

41.

Cookies Policy

Our website may use cookies to enhance the client experience, but no cookies will be used to store or track personal information submitted via the inquiry form.

42.

Website Privacy Policy Reference

This website's privacy practices and policies are aligned with the standards outlined in the [Microsoft Privacy Policy](#). Please refer to this document for detailed insights into how we handle user data in accordance with industry standards.