# Terms of Service for Provision of Contact Center Services from Carousel to Customer

This Terms of Service (“TOS”) for the Contact Center Services sets forth the terms and conditions for the Contact Center Services provided by Carousel’s Authorized Service Provider (“RingCentral”), and forms a part of and is subject to the Business VoIP Addendum that is a part of the Agreement between [Carousel] and (“Customer”). Carousel and Customer are each herein referred to as a “**Party**” and collectively as the “**Parties**.”

1. **Contact Center Services** or “**CC Services**”**.** Contact Center is an innovative cloud- based solution offering inbound and outbound media routing, queuing, and distribution with native support for voice, chat, SMS, email, and other formats. It includes web-based tools for monitoring and management, and advance analytics options. Customer may elect to add on the Contact Center Services as further set forth below.
	1. **Definitions.** Unless otherwise defined in the Business VoIP Addendum, the following terms shall be defined in accordance with the below definitions.
		1. **“Authorized Service Provider(s)”** means Carousel’s Authorized Service Provider, RingCentral Inc. or other subcontracting resources as necessary to provide the service.
		2. “**Contact Center Materials**” means any documentation, support materials, knowledge-base articles, instructions, marketing materials, or other materials provided in connection with the Contact Center Services, regardless of form, that Carousel’s Authorized Service Provider distributes generally to end users of the Contact Center Services, including without limitation manuals, descriptions, user or installation instructions, diagrams, printouts, listings, flowcharts and training materials.
		3. “**Contact Center Services**” means the inbound and outbound media routing, queuing, and distribution and related services, applications, and product integrations, together referred to as Contact Center.
		4. “**Contact Center End User**” means a virtual user set up within a Contact Center Account.
		5. “**Seat**” means a license for a single named person to use the Contact Center Services.
	2. **Billing and Payment for Contact Center.** The charges and fees for Contact Center shall be incurred and billed, and become due and payable, as set forth below.

# Billing, Purchase of Seats, and Other Terms for the Contact Center Plan

* + - 1. **Billing During Implementation Period.** Until sixty (60) calendar days after the Start Date, as set forth on the initial Order form for CC Services (the “**Implementation Period**”):
				1. Customer is billed for the number of actual Seats, and CC-Usage (as defined below) Customer actually uses; *provided, however*, Customer is not billed for any Seats or Usage used by Carousel’s

Authorized Service Provider’s, or a partner’s implementation personnel to configure and implement Customer’s implementation. “**CC-Usage**” means any charges incurred in connection with the use of Your Contact Center Plan, including, without limitation, local, long-distance, international, and toll-free minutes and charges and ports, and any products listed on the Order form for CC Services.

* + - * 1. Any other applicable charges not set forth above will apply the same as they would after the Go-Live Date (as defined below).
			1. **BRD Certification.** Initially, Customer’s CC Services will be limited to one (1) port per Seat. Upon Carousel’s Authorized Service Provider’s completion of the implementation of Contact Center per the Initial Order for CC Services, Customer must promptly test the implementation and promptly provide the implementation personnel in writing any issues encountered. If the implementation reasonably meets Customer’s requirements, Customer must promptly execute the business requirements document (the “**BRD Certification**”). Upon Customer’s execution of the BRD Certification, the number of ports will be raised to the contracted amount identified in the Initial Order for CC Services.
			2. **Billing After Go-Live Date.** Starting immediately after the end of the Implementation Period (the “**Go-Live Date**”) until the end of the Term:
1. Customer is billed for the number of Seats set forth in the initial Order for CC Services (as amended as permitted below) (a “**CC Contract Seat**”) based on the per-seat pricing set forth in the initial Order (the “**CC Contract Seat Price**”) irrespective of the number of Seats actually used
2. At any time, Customer may utilize additional seats on an as- needed basis (each, an “**On-Demand CC Seat**”). Customer will be charged for any On-Demand CC Seat at the rate of the CC Contract Seat Price plus twenty dollars ($20) per month (the “**On-Demand CC Price**”) until Customer removes this Seat (which Customer may do at any time in its discretion). Fees for any On-Demand CC seats removed in the middle of the billing period will be prorated.
3. At any time, Customer may convert an On-Demand CC Seat into a CC Contract Seat through an Order amendment. These converted seats will then be billed at the CC Contract Seat Price. For the avoidance of doubt, Customer will be required to pay for any such converted seats until the end of the Term. Fees for any On-Demand CC seats that are so converted in the middle of the billing period will be prorated.
4. C**ontact Center Account Settings Modifications; Purchases of Additional Seats.** The settings and preferences (including without limitation user rights, skills, and permissions; Contact Center Registration Information; payment methods) related to a Carousel Contact Center Customer Account may be set and modified by those individuals whom Customer allows to have access to the Account’s Admin Portal for that Contact Center Account (“**Contact Center Account Administrator(s)**”). [Additional Seats may be purchased via the Admin Portal or through a new signed Order between the Parties.] These additional CC Contact Center Seats will be billed at the CC Contract Seat Price. For the avoidance of doubt, Customer will be required to pay for these additional CC Contract Seats until the end of the Term.
5. **Use of the Contact Center Services.** All use of the Contact Center Services shall be subject to the Agreement (including, without limitation the Business VOIP TOS). Customer is fully responsible and liable for all use of the Contact Center Services, any software or hardware used in conjunction with the Contact Center Services, and any and all fees and charges that are incurred as a result of such Use. In the event of any conflict between the provisions of these Contact Center Services terms and the Business VoIP Services terms, the provisions of these Contact Center terms shall control.
6. **No 911 Service. 911 / EMERGENCY CALLS AND MESSAGES MAY NOT BE PLACED OR SENT THROUGH THE CONTACT CENTER SERVICES, AND NO 911 CALLING OR SMS OR OTHER MESSAGING SERVICE IS OFFERED OR PROVIDED WITH THE CONTACT CENTER SERVICES. CUSTOMER MUST MAKE AVAILABLE ALTERNATIVE ARRANGEMENTS TO PLACE 911 CALLS.** Customer represents, warrants, and covenants that: (i) any person who might use the Contact Center Services or be present at the physical location where any the Contact Center Services might be accessed or used is fully informed and aware that he or she will not be able to place calls or send messages to 911 or other emergency response services through the Contact Center Services; and (ii) Customer shall provide all of the foregoing parties with an alternate method by which to place such calls and, as applicable, to send such messages.
7. **Contact Center and HIPAA.** Contact Center Services are not designed, manufactured, intended, or recommended for use as a repository or means by which to store “protected health information,” as defined under the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and similar legislation in other jurisdictions, and the regulations promulgated pursuant thereto (such laws and regulations, “**HIPAA**”; such information, “**PHI**”), and Customer must represent and warrant that the Contact Services will not will be used for such purpose. **CAROUSEL SPECIFICALLY MAKES NO REPRESENTATION, OR WARRANTY ON BEHALF OF ITSELF AND ITS AUTHORIOZED SERVICE PROVIDER THAT THE CONTACT CENTER SERVICES COMPLIES OR WILL COMPLY WITH HIPAA OR ANY OTHER LAW OR WILL RENDER ANY PARTY COMPLIANT WITH HIPAA OR ANY OTHER LAW.**
8. **Acceptable Use Policy.** The Contact Center Services are the subject to the Acceptable Use Policy set forth in the Business VOIP TOS. The Contact Center Services are also subject to the following terms:
	1. Neither Customer nor any End User may use or allow use of the Contact Center Services to transmit, receive, store, maintain, process, create, handle, or perform any other function with respect to PHI.
	2. Use of the Contact Center Services to enable trunking, handling multiple simultaneous calls, or forwarding of calls, is expressly permitted.
9. **Value, Ownership, and Expiration of Credits and Minutes.** In no event shall any Billing Credit or other type of credit or minute issued to Customer or applied to a Contact Center Account (“**Contact Center Account Credits**”) have any monetary value or be exchangeable or exchanged for cash. Contact Center Account Credits: (i) may be applied to only the Contact Center Account for which they were purchased and/or provided; (ii) may not be sold, transferred, assigned, or applied to any other Contact Center Account, account, plan, or customer; and (iii) shall expire according to the terms of their purchase or provision.
10. **Third Party Beneficiary.** RingCentral is expressly a third-party beneficiary of this Services Addendum with full rights and authority to enforce the same against Customer in RingCentral’s discretion.