Simplicity Powered by inC ONTACT - STANDARD TERMS OF USE

GENERAL TERMS OF USE

These General Terms of Use ("**Terms**") contain the terms and conditions upon which Carousel Industries ("Carousel") provides Services to any customer ("**Customer**"). The complete agreement ("**Agreement**") between the Parties consists of these Terms and all Service Agreements between Carousel and any Customer. In the event of any conflict between the Service Agreement and the Terms, the Service Agreement shall govern.

1. Term.

    1.1   Length of Service Term. The Service Term shall commence on the earlier to occur of (i) the first day of the calendar month following the Go-Live Date, or (ii) the first day of the calendar month after the passage of forty-five (45) days from execution of the Service Contract. The Service Term will automatically renew for successive terms of the same duration as the initial Service Term unless either Party gives written notice of intent to not renew the Service Contract at least thirty (30) days before expiration of the then current Service Term.

    1.2   Early Termination. In case of Early Termination of any Service Contract or any Services, Customer agrees to pay Early Termination charges including: (i) the Minimum Technology MRC, multiplied by the number of months remaining in the then-current term; (ii) any early termination fees and costs incurred by Carousel from its underlying carrier or vendor(s), for cancellation of underlying services, related to both MRC and NRC; (iii) any Services actually received through the date of the Early Termination; (iv) any outstanding NRC; and (v) any credits, discounts, or waived installation or expedition costs that had been applied to Customer's account.

2. Payment

    2.1   Invoice. Non-Recurring Charges ("NRC") will commence and be invoiced upon Service Contract execution. Monthly Recurring Charges ("MRC") will commence on the Go-Live Date, and invoices will be issued monthly.

    2.2   Application of Payment. Customer agrees to pay Carousel in U.S. dollars for all Services by the Past Due Date. Any payments received after the Past Due Date will be considered late. Payments must be made at the address designated on the invoice or such other place as Carousel may designate in writing. Unless otherwise specified, payments received will be applied first to late charges and related expenses, if any; followed by past due amounts, recurring fees, telecom related fees, and other fees; and then to the current invoice. Any undisputed amounts not paid when due may, at Carousel's option, be subject to a late payment charge equal to the lesser of: (a) one and one-half percent (1.5%) per month on the late balance, compounded; or (b) the maximum rate allowed by applicable law applied against the late balance. If Customer does not give Carousel written notice of a dispute with respect to Carousel charges or application of taxes or fees within 60 days of receipt of the invoice for Services, Carousel shall deem such invoice to be correct and binding on Customer. Customer shall be responsible for all reasonable costs and expenses, including but not limited to, attorneys' fees, expenses, court costs and service charges incurred by Carousel in collecting payment under this Agreement.

3. Rates and Charges

    3.1   Carousel Software: Carousel shall record Customer's Service location(s), usage volume, rates and MRC, applicable one-time charges for set-up and implementation, discounts or credits, if any, as described in a Service Contract. Customer shall pay the applicable rates and pricing, and shall be eligible for discounts, if any, as listed in the Service Contract pertaining to the applicable Service. Upon renewal of any Service Term, Carousel may increase Carousel Software rates for renewed Service Term by a rate not to exceed fifteen percent (15%).

    3.2   Telecom: Carousel shall record Customer's Service location(s), usage volume, rates and MRC, applicable one-time charges for set-up and implementation, discounts or credits. Additional charges shall apply for other Services, including without limitation for costs associated with installing, modifying or reprogramming Customer's equipment or interconnection circuit(s) to render them compatible with the Services, to include but not limited to extending demarcation points, or extending wiring inside the Customer's premises. Customer agrees to pay all applicable taxes, regulatory fees, and tax-related surcharges relating to the Services except for taxes imposed on Carousel's own business operations. Customer may assert exemption from taxes or fees by disclosing an exemption certificate as permitted by applicable law to Carousel. By doing so, Customer agrees to indemnify and hold Carousel harmless for Customer's claim of exemption. Carousel reserves the right to review the MRC and may increase or decrease charges in line with industry or third-party carrier charge changes after completion of the initial Service Term with prior written approval by Customer.

    3.3   Professional Services: All professional service fees for implementation and setup shall be invoiced upon execution of the Service Contract.

4. **Non-Exclusive and Limited License.** Subject to the terms and conditions of this Agreement and effective only during the Service Term, Carousel grants to Customer a revocable, non-exclusive, non-transferable, limited license to use the inContact Software and Documentation solely for Customer's internal business and operational purposes. Nothing in this Agreement shall be construed to grant to Customer any right to reproduce, market, or distribute any inContact Software and Documentation. Customer shall not: (i) attempt to reverse engineer, decompile, disassemble or otherwise translate or modify inContact Intellectual Property in any manner, (ii) market, sell, assign, grant access to, license, sub-license or otherwise transfer, transmit, or convey the Intellectual Property, (iii) defeat, disable, or circumvent any protection mechanism related to the inContact Software, (iv) allow any service provider or other third party, with the exception of Carousel and inContact's authorized maintenance providers who are acting solely on behalf of and for the benefit of Customer, to use or execute any software commands that facilitate the maintenance or repair of any product, nor (v) permit or encourage any third party to do any of the foregoing. During the Service Term and after termination of the Services for any reason, Customer shall not use any of the inContact Intellectual Property for any use or purpose, except as expressly permitted under the Agreement to operate the Services during the Service Term, and Customer shall not disclose any of the inContact Intellectual Property to any other person or entity. All such use is subject to any restrictions identified in this Agreement with respect to the number of seats, concurrent users, and unique accounts, use in a designated location, use in a designated environment, and use on designated hardware or other designated equipment. Carousel may suspend or terminate any license granted to Customer if the Services are used for any illegal purpose or in any way contrary to any law or regulation, tampered with or modified without prior Carousel authorization, or if the Services are used other than for the intended use or purpose of that Service. The Services shall be competently and professionally provided consistent with industry standards.

Customer agrees to inform any third party to whom Customer gives access to the inContact Software or Documentation of the terms and conditions of this Agreement and shall obligate such third party to comply with such terms and conditions. Customer shall be responsible for any third party's failure to comply with this Agreement and shall indemnify Carousel for any damages, loss, expenses or costs, including attorneys' fees and costs of suit, incurred by Carousel as a result of non-compliance with this section.

5. **Compliance with Laws**. Customer shall be responsible for complying with all applicable laws, statutes, rules, regulations, and ordinances of the country or territory in which Customer uses the inContact Software or Services. If Customer receives any notice or becomes aware of any violation of any law, statute, rule, regulation, or ordinance by the inContact Software or Services, or the use thereof, Customer shall promptly notify Carousel of such notice or violation. Carousel may amend all or any part of these Terms, Service Contract(s) and/or Services. Any such modifications and/or amendments to these Terms will not apply retroactively and shall become effective seven (7) days after client notification, however, changes made for legal or regulatory reasons will be effective immediately upon publication. The modified and/or amended Terms will be published on Carousel's website at www.carouselindustries.com/company/legal. Customer should review these Terms regularly. Customer's continued use and/or receipt of the Services following any such modification and/or amendment shall be deemed acknowledgment thereof and consent thereto.

6. **Confidential Information.**
   6.1 **Protection of Data.** By executing any Service Contract, Customer consents and agrees to the collection and use of certain information about Customer and Customer's use of Services in accordance with inContact's Privacy Policy located at www.incontact.com/privacy-policy. Customer further consents and agrees that inContact may collect, use, transmit, process and maintain information related to Customer's account and any registered devices or computers solely for the purposes of providing the Services. As such, inContact may collect technical, aggregate statistics, sales, and traffic patterns related to or resulting from Customer's use of Services that may be used in aggregated and anonymized form by inContact to support, improve, and enhance inContact's Services. Carousel and inContact will not sell, rent, or lease Customers' personally identifiable information to others. Unless required by law or subpoena or if Customer's prior permission is obtained, InContact and Carousel may only share Customer Data with their Associated Companies that are acting on their behalf. inContact reserves the right to use personally identifiable information to investigate and help address and/or prevent actual or potential unlawful activity that threatens inContact. Upon the request of a government agency, law enforcement agency, court or as otherwise required by law, inContact may disclose personally identifiable information.

   6.2 **Use of Data.** Recipient agrees to hold the Confidential Information in the strictest confidence and use confidential information only for the Purpose, and to refrain from disclosing such information to third parties (except to its legal, financial and insurance counsel and auditors with a need to know such information), directly or indirectly, except with the prior written consent of the Discloser or as may be required by legal, accounting or regulatory requirements beyond the reasonable control of the Parties. Upon the earlier of request or the termination or expiration of the Agreement for any reason, each Recipient will promptly deliver to the Discloser or destroy (at the Discloser's option) the Discloser's Confidential Information and any copies, notes, extracts or summaries thereof. This provision supersedes and replaces any previously executed confidentiality or non-disclosure agreements that may have been executed between the Parties, and shall survive any termination or expiration of the Agreement. Discloser may elect at any time, via notice to the Recipient, to terminate further access by the Recipient to, and Recipient's review of, the Confidential Information. Recipient agrees to promptly destroy all Confidential Information in such case. No such termination or destruction of the Confidential Information will affect either Party's obligations under the Agreement, which obligations will continue in effect.

7. **Proprietary Rights.**

    7.1   **Customer Data.** Carousel and inContact make no claim of ownership to the Customer Data.

    7.2   **Intellectual Property Rights.** Customer agrees that all rights title and interest in and to all intellectual property rights in the Services are owned exclusively by inContact or its licensors. In addition, inContact shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, and perpetual license to use or incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including employees and/ or independent Agent of Customer, relating to the operation of the Service. Any rights not expressly granted herein are reserved by inContact. Customer agrees not to display or use the inContact Marks in any manner without inContact's express prior written permission. Customer is not permitted to use these Third-Party Marks without the prior written consent of such third party which may own the Third-Party Marks.

    7.3   Customer will indemnify Carousel and inContact and its Representatives against any and all third party damages, claims, costs, or liabilities of any kind whatsoever arising directly or indirectly from or relating to (i) Customer's use of the Services outside the scope of the Agreement, or (ii) any acts or omissions of Customer or its affiliates or Representatives in breach of Sections 1 (Non-Exclusive and Limited License), 2 (Compliance with Laws), 3 (Confidential Information), or 7 (Export Restrictions) of this Agreement except. Carousel will indemnify Customer and its Representatives against any and all third party damages, claims, costs, or liabilities of any kind whatsoever arising directly or indirectly from or relating to a claim that any Carousel technology infringes the rights of any third party, a breach of this agreement by Carousel or the negligence or intentional wrongful act or Carousel.

    7.4

8. **Limitation of Liability.**

    8.1   **CONSEQUENTIAL DAMAGES:** EXCEPT FOR CUSTOMER BREACH OF SECTION 4 (NON-EXCLUSIVE AND LIMITED LICENSE) AND/OR CUSTOMER OBLIGATIONS UNDER SECTION 7 (PROPRIETARY RIGHTS) OF THIS AGREEMENT, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY NOR ITS AFFILIATES SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE OR WHETHER SUCH DAMAGES ARE REASONABLY FORESEEABLE. IN NO EVENT SHALL CAROUSEL OR INCONTACT BE LIABLE FOR ANY DAMAGES, LIABILITIES, COSTS, OR EXPENSES ARISING FROM OR IN CONNECTION WITH THE ACTS, OMISSIONS, OR DELAYS OF ITS ASSOCIATED COMPANIES; PROVIDED, HOWEVER, THAT WE SHALL MAKE REASONABLE EFFORTS TO OBTAIN PERFORMANCE BY SUCH ASSOCIATED COMPANIES ON A TIMELY BASIS.

    8.2   **LIMITATION OF LIABILITY:** EXCEPT FOR CUSTOMER BREACH OF SECTION 4 (NON-EXCLUSIVE AND LIMITED LICENSE) AND/OR CUSTOMER OBLIGATIONS UNDER SECTION 7 (PROPRIETARY RIGHTS) OF THIS AGREEMENT, EACH PARTY'S MAXIMUM LIABILITY TO THE OTHER RELATING TO THIS AGREEMENT AND EACH PARTY'S PERFORMANCE OR NONPERFORMANCE HEREUNDER SHALL BE LIMITED IN THE AGGREGATE TO THE FEES RECEIVED BY CAROUSEL PURSUANT TO THIS AGREEMENT DURING THE PREVIOUS (36) THIRTY-SIX MONTH PERIOD. ANY ACTION BY EITHER PARTY MUST BE BROUGHT WITHIN TWO (2) YEARS AFTER THE CAUSE OF ACTION AROSE.

    8.3   **FORCE MAJEURE:** NEITHER PARTY SHALL BE LIABLE FOR ANY FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT EXCEPT FOR THE PAYMENT OF MONIES OWED BECAUSE OF CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF SUCH PARTY, WHICH SUCH CIRCUMSTANCES SHALL INCLUDE (WITHOUT LIMITATION) NATURAL DISASTER, TERRORISM, RIOT, SABOTAGE, WAR, GLOBAL OR REGIONAL INTERNET OUTAGES, POWER FAILURES, ANY ACTS OR OMISSIONS OF ANY GOVERNMENT OR GOVERNMENTAL AUTHORITY, DECLARATIONS OF GOVERNMENT, OR TRANSPORTATION DELAYS.

9. **DISCLAIMER OF WARRANTIES.** EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SERVICES OR ANY PART THEREOF, RELATED PRODUCTS, EQUIPMENT, SOFTWARE OR DOCUMENTATION. INCONTACT SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR TITLE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS.

10. **Export Restrictions.** Software may be subject to U.S. Export Administration Regulations. None of the inContact Software, Documentation, or underlying information or technology may be downloaded or otherwise exported or re-exported into a country to which the U.S. has embargoed goods; to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders; or to any country who is considered by the U.S. as a supporter of international terrorism without proper authorization from the U.S. government. Customer shall indemnify, defend, and hold inContact harmless of and from any and all damages incurred by inContact as a result of the Customer's failure to

obtain the necessary licenses to export, re-export, or import inContact Software or Documentation, or for any other breach of these Terms.

11. **Theft of Services; Notice to inContact.** Customer is solely responsible to monitor Customer's use of Services for possible unlawful or fraudulent usage and shall notify Carousel and inContact immediately if it becomes aware or has reason to believe that Services are being stolen or fraudulently used. Customer acknowledges and agrees that its failure to notify Carousel and inContact may result in the termination or suspension of Services and additional charges to Customer.

12. **Miscellaneous Provisions.**

   12.1 **Publicity.** .No party shall publicize the name of the other without its express written consent in each case.

   12.2 **Assignment.** Customer may not assign its account, right to Services, or any of its rights hereunder without the prior written consent of Carousel, which consent shall not be unreasonably withheld.

   12.3 **Credit Information.** Delivery of the Services is subject to credit approval by Carousel, and Customer hereby authorizes Carousel to request and obtain reasonable credit information regarding Customer, including without limitation Dun & Bradstreet reports and Customer financial statements. Carousel may change credit terms or credit approval policies by delivering written notice thereof to Customer with such changes being effective thirty (30) days following delivery of such written notice.

   12.4 **Customer Information Errors.** If inContact provides the Services or any part thereof to the wrong location or facilities as a result of Customer's submission of inaccurate information, including without limitation erroneous telephone number(s), then Customer shall remain liable for any resulting charges for usage of the Services and/or transfer/PIC charges to correct the error.

   12.5 **Notices.** All notices, requests, or other communications between the parties shall be in writing and shall be deemed to have been delivered when sent by registered or certified mail, return receipt requested, or by reputable courier as evidenced by a delivery receipt, electronic mail, or by facsimile with confirmation of transmission, to each Party's respective address as set forth in the Agreement.

   12.6 **Severability.** If any provision of the Agreement is held to be invalid or unenforceable, the remainder of the Agreement, as applicable, will remain in full force and effect, and such provision will be deemed to be amended to the minimum extent necessary to render the remainder enforceable.

   12.7 **Governing Law.** This Agreement shall be governed by the laws of the State of Utah, excluding conflicts of law provisions.

   12.8 **Integration.** This Agreement constitutes the entire understanding between both parties, and revokes and supersedes all prior agreements, oral or written, between the parties, and is intended as a final expression of their agreement. It shall not be modified or amended except by written agreement of the parties which specifically refers to this Agreement.

   12.9 **Non-Solicitation.** During the term of this Agreement and for twelve (12) months after any termination of this Agreement, neither Party will, without the prior written consent of the other, either directly or indirectly, solicit or attempt to solicit, divert, or hire away any person employed by the other Party. Notwithstanding the foregoing, nothing shall prevent either Party from hiring employees of the other Party who respond to a general public solicitation of employment for that Party.

   12.10 **Additional Provisions.** The parties agree that a digitized (electronic) copy of the executed Agreement shall be the same as an original copy. The Agreement may be entered into either by use of any inContact Software, or by being executed in one or more counterparts, with each counterpart deemed an original and together constituting one and the same instrument. In addition to any provisions that by their nature would survive, Sections 3 (Confidential Information), 4 (Proprietary Rights), 5 (Limitation of Liability), and 6 (Disclaimer of Warranties) shall survive termination, cancellation or expiration of one or more Service Contract(s). In any legal action or arbitration or other proceeding arising out of or related to or for the enforcement of the Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled from the non-prevailing Party. Nothing contained herein shall be deemed to create any third-party beneficiary rights in any party. Service Contracts entered into by Customer prior to May 01, 2016, shall be subject to additional terms of use found online atwww.carouselindustries.com/company/legal and are incorporated herein by reference.

13. **Definitions.**

   13.1 "*Associated Companies*" means any third-party vendor, underlying carrier, or other entity that has a direct relationship or partnership with a Party.

   13.2 "*Cause*" means any material breach of the terms of the Agreement, including without limitation, Customer's failure to pay any invoice by the Past Due Date.

   13.3 "*Confidential Information*" means any data or information in any form which is disclosed to either Party ("**Recipient**") by or on behalf of the other Party ("**Discloser**") and that either (i) relates to Discloser's proprietary software products and service offerings, information technology, internal operations, business plans, forecasts, customer information, marketing information, trade secrets and/or financial performance, or (ii) is identified as proprietary or confidential in writing at the

time of disclosure (or is so identified at the time of oral disclosure and subsequently confirmed in writing), and includes any copies of the disclosed information or any work product created by Recipient to the extent the work product contains or is based on the disclosed information or data. The terms of this Agreement will also be deemed to be Confidential Information of inContact.

13.4 "*Customer Data*" means information provided by Customer to inContact that may contain agent name, phone, text, email, skills and work performance metrics. It shall also be defined as the contact history which is a record of the transactions processed by the inContact Software. Items in contact history may include automatic number identification ("**ANI**"), caller identification, point of contact information, the contents of any recorded call and other miscellaneous information from contact types such as chat, text, email or other work items.

13.5 "*Documentation*" means materials concerning the inContact Software which inContact distributes generally to end users licensed to use the inContact Software, including without limitation, manuals, descriptions, user and/or installation instructions, diagrams, printouts, listings, flowcharts and training materials, together with any modifications and updates of such materials provided by inContact to Customer. "*Documentation*" does not include software code.

13.6 "*Domestic*" means traffic originating and terminating within the forty-eight contiguous United States and Washington, D.C.

13.7 "*Early Termination*" means termination by the Customer without Cause prior to the end of the Service Term, or termination by inContact for Cause for Customer's failure to comply with any material obligations of this Agreement, including failure to make payments within the approved payment terms.

13.8 "*Go-Live Date*" means the date that inContact first provides Services for use to Customer.

13.9 "*inContact Intellectual Property*" means all ideas, designs, concepts, object and source code, know-how and functionalities related to the inContact products and Services, including but not limited to inContact Software, Documentation, solutions overview, business requirements documents, statements of work, functional requirements guides, and implementation workbooks.

13.10 "*inContact Marks*" means inContact U.S. and international trademarks, service marks, copyrights, patents, trade dress, logos, and product and service names.

13.11 "*inContact Software*" means the inContact software applications, including any periodic maintenance updates and revisions, used by Customer as part of the Services provided by inContact pursuant to the Agreement, including, without limitation, agent, supervisor and reporting applications, web service applications, interactive voice response ("**IVR**") and script development tools, database connectors and such future software applications as may be necessary for the effective use of inContact Services. From time to time third party software and services maybe included and identified as software applications used by Customer as part of the Services and therefore the inContact Software.

13.12 "*Minimum Technology MRC*" means the minimum monthly amount Customer is required to pay for Services for the duration of the Service Term. The Minimum Technology MRC does not include telephony or other usage charges.

13.13 "*MRC*" means monthly recurring charges.

13.14 "*Network Connectivity*" means those services that either: (i) enable or facilitate phone calls, SMS/text messages, or data transmission; (ii) provide a connection to the internet; or (iii) colocation services. "*Network Connectivity*" may include fixed, defined, and in some cases, dedicated communications routes for voice and/or data transmission between inContact Software and a customer's data center, office or individual stations or phones.

13.15 "*NRC*" means non-recurring charges.

13.16 "*Order Form*" means an inContact approved form for ordering products and services which when accepted by inContact either in writing or by a course of action forms a binding part of the Agreement, save for where the course of action is to reject the approved form in whole or in part.

13.17 "*Party*" or "*Parties*" means inContact and Customer, as the case may be.

13.18 "*Past Due Date*" means thirty (30) days from the invoice date on the Customer's invoice.

13.19 "*Person*" means any natural person or legal entity, regardless of form.

13.20 "*Representatives*" means, with respect to any Person, the officers, directors, employees, users, agents, successors and assigns of such Person.

13.21 "*Service Contract*" includes any single, multiple, or a combination of any inContact written agreement(s) such as Service Contract(s), dedicated services order(s), addenda, Order Form(s), and master service agreement(s).

13.22 "*Service(s)*" means products and related services listed on any Service Contract, with the exception of hardware. These items may include but are not limited to, telecom carrier services, long distance, inbound voice, chat, text, email, automatic call distribution ("**ACD**"), IVR, inStudio, workforce and quality management, outbound dialer, and customer survey and reporting.

13.23 "*Service Term*" means the time period specified in the Service Contract.

13.24 "*Third Party Marks*" means trademarks, service marks, copyrights, patents, trade dress, logos, and product and service names of any third-party provider.

General Software Terms

1. **Maintenance and Updates.** Product updates, enhancements or repairs are conducted during inContact's published maintenance period which are Wednesdays, Thursdays, and Fridays between the hours of 12:00 AM - 3:00 AM Mountain Time ("**MT**"). inContact will provide Customer with at least forty-eight (48) hours' notice of any scheduled maintenance. Urgent updates and enhancements may be deployed outside of the published maintenance window if deemed necessary. Carousel and inContact will make every reasonable effort to perform unscheduled maintenance for critical updates or enhancements between the hours of 12:00 AM - 3:00 AM MT Monday through Sunday unless otherwise stated. Carousel and inContact will make reasonable efforts to provide Customer with advanced notice of the application of critical updates or enhancements and to perform unscheduled maintenance for critical updates or enhancements. Under certain circumstances, software downloads will be required by Customer. In the case of suspension for routine maintenance or reconfiguration, inContact will make commercially reasonable efforts to limit the duration of any such suspension and shall endeavor to give Customer advance notification thereof. Carousel or inContact will not be liable to Customer for any interruption under this Section 1 (Maintenance and Updates) and for any interruption due to maintenance and updates otherwise stated in specific terms in this Agreement.

2. **Professional Services.** Professional services (setup, application design & build, consulting, etc.) hours above and beyond what is specified in Customer's Service Contract will be charged the applicable per-hour rate. Professional services per-hour rates are valid (six) 6 months from the date of the Service Contract. Professional services hours listed on the Service Contract are only estimates. The final professional services hours required to complete a project will be determined based on a Business Requirements Document ("**BRD**") as scoped by an inContact sales engineer in cooperation with Customer. inContact provides billable, technical consulting services, including but not limited to, Professional Services On-Demand ("**PSOD**") and business consulting solutions. PSOD and business consulting solutions are separate services and are not included in the Service Contract. Pricing is subject to change without notice which is clearly stated prior to the delivery of the professional services. No credits or refunds available. Travel and accommodations are extra.

3. **Commitment Level**. See the service level agreement(s) under the Software Products and Services Terms. Upon request, inContact will credit Customer 1/30th of the MRC for each applicable day wherein Customer experiences a complete component failure of Services for which a service level agreement is specified in such terms. The maximum credit issued in any monthly billing period will not exceed one-hundred percent (100%) of the aggregate amount of the MRC billed in that month. The MRC for each component is the portion of the aggregate Service billing in each monthly billing period attributable to that component.

   No credit will be issued for outages that are caused by:

   - Customer's equipment, software, facility, databases, or operator error;
   - An interruption in Customer's connection to the Internet;
   - An interruption in Customer's telephony or voice service, local or long distance;
   - Maintenance and modification of component software or hardware of which Customer is given advance notice; or
   - Force Majeure events as provided in Section 5.3 of the General Terms of Use.

   Requests for a credit must be submitted to Carousel within thirty (30) days following the date of the component outage. Carousel considers a request submitted when we receive from Customer a fax or email requesting a credit and identifying:

   - The Customer's name and account number
   - Date(s) and approximate beginning / ending time of the outage
   - The component(s) affected by the outage

4. **Data Storage and Management.** Storage and management of Customer owned data for use with inContact software products will be provided by Carousel at the rate, per gigabyte, specified in the Service Contract or, if no rate is listed, at the current Carousel Data Storage and Management rate. Customer may delete stored data, or if applicable, may elect to establish a Time-To-Live ("**TTL**") for stored data to be transferred to an FTP site. Customer will pay the same applicable rate for data stored on the inContact servers, on the inContact FTP site, or on a third-party platform. Subsequent changes to TTL and alternate methods of transfer of stored data will be subject to Professional Service fees at the applicable per-hour rate, in addition to any expenses accrued for additional hardware and shipping costs. Carousel and inContact may destroy all Customer stored data thirty (30) days after the deactivation of associated software services or the termination or expiration of the Agreement.

inContact Platform

ACD/IVR

1. **Customer Facilities.** Customer is responsible for obtaining, installing, and maintaining all equipment, software, wiring, power-sources, connections and/or communication services necessary for inter-connection with inContact networks or otherwise for use in conjunction with the applicable Services. Customer is responsible for ensuring that such facilities are compatible with inContact requirements and that they continue to be compatible with subsequent revision levels of inContact-provided equipment, software and services. inContact is not responsible for the availability, capacity and /or condition of any facilities not provided by inContact.

2. **Service Level Agreement**. inContact commits to deliver 99.99% of uptime per month for service components of inContact Service, which are the services required for contact delivery. If inContact exceeds five (5) minutes (99.99% uptime) of downtime in any given month, Customer can request a credit which will be calculated and applied in accordance with Section 3 (Commitment Level) above. Upon request Carousel will issue a credit to Customer for inContact Service failures by components of service. Components of service consist of those specific service features included in and used by Customer with the service established under the Agreement, excluding inContact Long Distance and Local Loops. The inContact Platform service components are:

   - **inContact ACD** (the ability to deliver a contact)
   - **inContact IVR** (the ability to execute a script)
   - **inContact agent or station login**

Workforce Optimization

1. Service Level Agreement. inContact commits to deliver 99.5% of uptime per month for service components of the Workforce Optimization services. If inContact exceeds the downtime in any given month, Customer can request a credit from Carousel which will be calculated and applied in accordance with Section 3 (Commitment Level) above. Upon request Carousel will issue a credit to Customer for service failures by components of service. The Workforce Optimization service components are:

- **Workforce Optimization (WFO)**
  Uptime is measured as access to forecasting and scheduling and as access to the playback and scoring of calls.

- **Workforce Management (WFM)**
  Uptime is measured as access to forecasting and scheduling.

- **Quality Management (QM)**
  Uptime is measured as access to the playback and scoring of calls.

ECHO

1. **Maintenance and Updates.** inContact will provide Customer with at least a forty-eight (48) hour notice of any scheduled maintenance. inContact will make every reasonable effort to perform unscheduled maintenance for critical updates or enhancements between the hours between 6:00 PM - 1:00 AM MT Monday through Sunday. inContact will make reasonable efforts to provide Customer with advanced notice of the application of critical updates or enhancements.

2. **Service Level Agreement.** inContact commits to deliver 99.5% uptime per month, unless otherwise stated. If inContact does not meet the service levels detailed below, Customer can request a credit from Carousel which will be calculated and applied in accordance with Section 3 (Commitment Level) above. Upon request Carousel will issue a credit to Customer for ECHO Service failures by components of service. The ECHO service components are:

   - **ECHO Surveys**
     IVR Surveys – inContact shall respond within 120 minutes.
     Email Surveys – Should inContact fail to issue 99.5% of a specific survey set within 24 hours, Customer may request a service credit.

   - **ECHO Reporting Site**
   - **ECHO FTP Site**

inView

1. **Access.** inView is powered by ClearView. inView Services are accessible through the ClearView portal.
2. **Data.** Customer understands, acknowledges, and agrees that certain Customer data may need to be provided to ClearView for the sole purpose of providing the Service.
3. **Maintenance and Updates.** inView product updates, enhancements or repairs may be deployed during ClearView's maintenance period between the hours of 11:00 PM - 3:00 AM MT Thursdays and Saturdays. Urgent updates and enhancements may be deployed outside of the published maintenance window if deemed necessary.

iBenchmark

1. **Access.** iBenchmark is powered by Benchmark Portal. iBenchmark Services are accessible through the iBenchmark Portal.
2. **Data.** Customer understands, acknowledges, and agrees that certain Customer data may need to be provided to BenchmarkPortal for the sole purpose of providing the Service.

Personal Connection

1. **File and Record Management.** inContact reserves the right to limit Customer's calling list file size, record length, or record inventory. Customer is solely responsible, and agrees to manage their data and storage in accordance to with each of the requirements below:

   - Each uploaded file may not exceed 256MB

   - Each record length may be no more than 512 Unicode characters

   - Record inventory storage of no more than 30 days or 500K records

   - Numbers are accurately identified as mobile or landline for proper handling in accordance with applicable laws

2. CUSTOMER SHALL BE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR ENSURING COMPLIANCE WITH THESE TERMS AND WITH THE TELEPHONE CONSUMER PROTECTION ACT ("TCPA"). CUSTOMER ACCEPTS ALL LIABILITY FOR CUSTOMER'S OUTBOUND CALLS OR MESSAGES THROUGH INCONTACT'S DIALER. INDIRECT OR ATTEMPTED VIOLATIONS OF THESE TERMS, THE TCPA OR OTHER APPLICABLE LAW BY A THIRD PARTY ON BEHALF OF AN INCONTACT CUSTOMER OR A CUSTOMER'S END USER, SHALL BE CONSIDERED VIOLATIONS OF THE SAME BY SUCH CUSTOMER OR END USER. CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS INCONTACT, ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AFFILIATES AND AGENTS FROM ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) BY, OR ON BEHALF OF CUSTOMER, OR ANY THIRD PARTY RELATING TO CUSTOMER'S COMPLIANCE WITH LAWS APPLICABLE TO CUSTOMER'S USE OF PERSONAL CONNECTION.

Integrations

CRM

1. **License.** Customer relationship management ("**CRM**") integrations created by inContact are programs that interface the inContact Platform to third party programs. The inContact license for any CRM integrations may not include access or a license for any third-party CRM product. It is Customer's sole obligation to obtain and maintain any such third-party access or license.

inContact Social Media

1. **Access.** inContact Social Media may be powered by a third-party provider and may be accessible only through a third-party portal.

2. **Data.** Customer data may need to be provided to third parties for the sole purpose of providing the Service.

3. **Maintenance and Updates.** Product updates, enhancements, or repairs may be deployed during the following maintenance schedule: General maintenance and updates are scheduled for review on the first Monday of each month, after which, maintenance will occur the next day (Tuesday) between 12:30 AM CT – 1:00 AM CT. In cases where a month begins on a Tuesday, the Monday from the previous month will be used as the review date. Urgent updates and enhancements may be deployed outside of the published maintenance window without notice if deemed necessary.