

Simplicity powered by InContact - Standard Terms of Use

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General Information

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

1. Definitions.
 1. "*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.
 2. "*Confidential Information*" means any data or information in any form that 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 Carousel.

3. "*Customer Data*" means information provided by Customer to Carousel or 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.
4. "*Documentation*" means materials concerning the InContact Software which Carousel 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.
5. "*Domestic*" means traffic existing in the forty-eight contiguous United States and Washington, D.C.
6. "*Early Termination*" means termination by the Customer without Cause prior to the end of the Service Term, or termination by Carousel 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.
7. "*Extended*" means traffic in Alaska, Hawaii, Puerto Rico, Canada, American Samoa, Virgin Islands, Northern Mariana Islands, and Guam which are extensions of the North American Numbering Plan.
8. "*Go-Live Date*" means the date that Carousel first provides Services for use to Customer.
9. "*Carousel Intellectual Property*" means all ideas, designs, concepts, object and source code, know-how and functionalities related to the Carousel or products and Services, including but not limited to Carousel Software, Documentation, solutions overview, business requirements documents, statements of work, functional requirements guides, and implementation workbooks.
10. "*InContact Marks*" means InContact U.S. and international trademarks, service marks, copyrights, patents, trade dress, logos, and product and service names.
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 Carousel 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 Carousel and inContact Services. From time to time third party

software maybe included and identified as software applications used by Customer as part of the Services and therefore the Carousel Software.

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. "*MRC*" means monthly recurring charges.
 14. "*NRC*" means non-recurring charges.
 15. "*Order Form*" means an Carousel approved form for ordering products and services which when accepted by Carousel 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.
 16. "*Party*" or "*Parties*" means inContact, Carousel and Customer, as the case may be.
 17. "*Past Due Date*" means thirty (30) days from the bill period end date on the Customer's invoice.
 18. "*Person*" means any natural person or legal entity, regardless of form.
 19. "*Representatives*" means, with respect to any Person, the officers, directors, employees, users, agents, successors and assigns of such Person.
 20. "*Service Contract*" includes any single, multiple, or a combination of any written agreement(s) such as Service Contract(s), dedicated services order(s), addenda, Order Form(s), and master service agreement(s).
 21. "*Services*" means products and related services listed on any Service Contract, with the exception of equipment. These items may include but are not limited to, Telecom Carrier Services, Long Distance, Inbound Voice, Chat, Text and Email, Automatic Call Distribution ("*ACD*"), IVR, inStudio, Workforce and Quality Management, Outbound Dialer, Customer Survey and Reporting.
 22. "*Service Term*" means the time period specified in the Service Contract.
 23. "*Third Party Marks*" means trademarks, service marks, copyrights, patents, trade dress, logos, and product and service names of any third party provider.
2. Term.
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.
 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.

3. Termination for Cause. Either Party may terminate this Agreement for Cause by delivering written notice to the other Party reasonably describing such Cause, with such termination being effective thirty (30) days following delivery of the written notice unless such Cause is cured by the other Party within the thirty (30) day period.
3. Payment.
 1. Invoice. NRC will commence and be invoiced upon Service Contract execution. MRC will commence on the Go-Live Date, and invoices will be issued monthly.
 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 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 by the Past Due Date, 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. Carousel reserves the right to suspend Services should Customer fail to pay all charges by the Past Due Date.
 3. Rates and Charges.
 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. The Minimum Technology MRC will commence on the first day of the month of the Service Term and may not be postponed because of a delay in implementation of Services regardless of cause. Upon renewal of any Service Term, Carousel may increase Carousel Software rates for renewed Service Term by a rate not to exceed five percent (5%).
 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 notice to Customer.

3. Professional Services: All professional service fees for implementation and setup shall be invoiced upon execution of the Service Contract.
4. Compliance with Laws. Customer shall be solely 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. In addition, Customer shall be solely responsible for all actions and omissions related to compliance with local, state, federal and international consumer protection and marketing laws, regulations, guidelines and industry standards including, but not limited to, the Telemarketing Consumer Protection Act, Telemarketing Sales Rule, Do Not Call Registry, Mobile Marketing Best Practices, and Common Short Code Acceptable Use Policy. If Customer receives any notice or becomes aware of any violation of any law, statute, rule, regulation or ordinance by the InContact Software or the use thereof, Customer shall promptly notify Carousel of such notice or violation. Carousel may amend all or any part of these Terms and/or its Service Contract(s) solely pursuant to be in compliance with regulatory, legal, or service provider changes that affect the Carousel Software and/or Services. Any such modifications and/or amendments to these Terms shall become effective upon publication on Carousel's website at www.carouselindustries.com/solutions/simplicity-cloud/terms. Customer's continued receipt of the Services following any such modification and/or amendment shall be deemed acknowledgment thereof and consent thereto.
5. 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 non-exclusive limited license to use InContact Software and Documentation solely to operate the Services provided by InContact on the Customer's facilities. Nothing in these Terms or in the Service Contract shall be construed to grant to Customer any right to reproduce, market, or distribute any of 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, 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 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 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.

Customer agrees not to allow anyone other than its Representatives who have a need to use the InContact Software or Documentation to have access to the InContact Software or Documentation. Customer agrees to inform any third party to whom Customer give 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 provisions. 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.

6. Confidential Information.

1. Use 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 to inContact and Carousel's Privacy Policy located at www.inContact.com/privacy-policy. Customer further consents and agrees that Carousel and/or inContact and its subsidiaries may collect, use, transmit, process and maintain information related to Customer's account and any registered devices or computers for purposes for providing the Services. As such, Carousel may collect technical, aggregate statistics, sales, and traffic patterns related to or resulting from Customer's use of Services that may be used by Carousel to support, improve and enhance Carousel's Services. Carousel 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, Carousel may only share Customer Data with Carousel entities and/or business partners that are acting on Carousel's behalf. Carousel reserves the right to use personally identifiable information to investigate and help address and/or prevent actual or potential unlawful activity that threatens either Carousel or its affiliates. Upon the request of a government agency, law enforcement agency, court or as otherwise required by law, Carousel may disclose personally identifiable information.
2. Confidentiality. Upon execution of a Service Contract or by accepting Services, the Customer is entering into an agreement made between Carousel and the Customer, under which, from time to time prior to receiving Services or during the term of receiving Services, a Recipient and its Representatives may become privy to certain Confidential Information of the Discloser.

Recipient agrees to hold the Confidential Information in the strictest confidence and to refrain from disclosing such information to third parties (except to its legal,

financial and insurance counsel and auditors), 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. This provision shall survive any termination or other expiration of the Agreement.

Recipient acknowledges and agrees it is imperative that all Confidential Information remain confidential. To maintain the confidentiality of the Confidential Information, Recipient agrees: not to use, or allow the use of Confidential Information for any purpose, including any notes or other material derived by Recipient, in whole or in part from the Confidential Information in whatever form maintained, in each case except for the purpose of providing comments to the Discloser; not to disclose, or allow disclosure of any Confidential Information; and not to disclose that the Confidential Information has been made available to Recipient. The Discloser may elect at any time by notice to the Recipient to terminate further access by the Recipient to, and Recipient's review of the Confidential Information. Recipient agrees that in such case the Recipient will promptly destroy all Confidential Information. 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.

1. Customer Data. As between Carousel and Customer, all title and intellectual property rights in and to the Customer Data is owned exclusively by Customer.
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 Carousel or inContact and its licensors. Except as provided in this Agreement, the limited license granted to Customer does not convey any rights in the Service, express or implied, or ownership in the Service or any Carousel Intellectual Property rights. In addition, Carousel 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 Carousel. Customer agrees not to display or use the Carousel Marks in any manner without Carousel's express prior written permission. Third Party Marks are the property of such third parties. 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.

3. Customer will indemnify Carousel and its Representatives against any and all 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 4 (Compliance with Laws), 5 (Non-Exclusive and Limited License), 6 (Confidential Information) or 10 (Export Restrictions) of this Agreement.
8. Limitation of Liability.
 1. CONSEQUENTIAL DAMAGES: EXCEPT FOR CUSTOMER BREACH OF SECTION 5 (NON-EXCLUSIVE AND LIMITED LICENSE) AND 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, OR 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 be liable for any damages, liabilities, costs or expenses arising from or in connection with the acts, omissions, or delays of any third party vendor or underlying carrier; provided, however, that Carousel shall make reasonable efforts to obtain performance by such third party vendors and underlying carriers on a timely basis. Remedies under this Agreement are exclusive and limited to those expressly described herein.
 2. LIMITATION OF LIABILITY: EXCEPT FOR CUSTOMER BREACH OF SECTION 5 (NON-EXCLUSIVE AND LIMITED LICENSE) AND 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 TWELVE (12) MONTH PERIOD. ANY ACTION BY EITHER PARTY MUST BE BROUGHT WITHIN TWO (2) YEARS AFTER THE CAUSE OF ACTION AROSE.
 3. Remedies specified in this Agreement are exclusive and limited to those expressly described herein and in the Software Terms, Long Distances Terms, Connectivity Terms, and Colocation Terms, below.
 4. 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. 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. CAROUSEL 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 is or may be subject to United States export control laws. None of InContact's Software 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. The Customer shall indemnify, defend and hold Carousel harmless of and from any and all damages incurred by Carousel as a result of the Customer's failure to obtain the necessary licenses to export, re-export, or import Carousel Software, or for any other breach of these Terms.
11. **Theft of Services; Notice to Carousel.** Customer is responsible to monitor Customer's use of Services for possible unlawful or fraudulent usage. Customer shall notify Carousel immediately if Customer becomes aware or has reason to believe that Services are being stolen or fraudulently used. Customer acknowledges and agrees that Customer's failure to notify Carousel may result in the termination of Services and additional charges to Customer. Carousel shall not be liable for any damages whatsoever resulting from fraudulent or unauthorized use of Customer's account. Customer shall be liable for all use of the Services, including any and all stolen Services or fraudulent use of Services.
12. **Miscellaneous Provisions.**
 1. **Publicity.** Customer hereby consents to Carousel's inclusion of Customer's name and logo in a customer listing as part of Carousel's website and marketing materials. Subject to Customer's consent (which will not be unreasonably withheld), Carousel may issue a press release after the Go-Live Date, announcing that Customer is using Carousel's Services, and containing a quote from a senior executive at Customer. Carousel will provide a draft of and obtain Customer's prior written approval (which will not be unreasonably withheld) of the content of any press releases announcing that Customer is using Carousel's Services.
 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.
 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.

4. Customer Information Errors. If Carousel 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.
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.
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.
7. Governing Law. This Agreement shall be governed by the laws of the State of Utah, excluding conflicts of law provisions. Jurisdiction for any dispute arising hereunder shall be valid exclusively in federal and state courts located in Salt Lake County, Utah.
8. Integration Clause. 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. This Agreement shall take precedence over any other documents that may be in conflict therewith.
9. 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 executed in one or more counterparts, including by facsimile, 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 6 (Confidential Information), 7 (Proprietary Rights), 8 (Limitation of Liability), and 9 (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.

Software Terms

These software terms are only applicable where the Customer has elected to contract for such specific Services on the Service Contract.

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). Carousel 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 (Mountain Time) Monday through Sunday unless otherwise stated. Carousel 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, Carousel will make commercially reasonable efforts to limit the duration of any such suspension and shall endeavor to give Customer advance notification thereof. Carousel 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.
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 Carousel sales engineer in cooperation with Customer. Carousel provides billable, technical consulting services, including but not limited to, PS On-Demand ("*PSOD*"), Business Consulting On Demand ("*BCOD*"), and business consulting solutions. PSOD, BCOD, 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.** For any complete component failure experienced by the Customer on any given day, Carousel will credit the Customer 1/30th of the MRC. 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, of which Customer is given advance notice; or

- Force Majeure events as provided in Section 8.4 under General Information.

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 Carousel receives 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. 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. Jurisdiction. Intrastate jurisdiction is determined as follows: For toll free calls, the originating number/ANI and Customer's billing telephone number ("*BTN*") determine jurisdiction. Calls in which the ANI and BTN are in the same state will be billed intrastate. For termination calls, the originating number/ANI and the dialed number ("*DNIS*") determine jurisdiction. Calls in which the ANI and DNIS are in the same state will be billed intrastate. Although Extended service is summarized with interstate traffic when billed, it is not rated as such.
2. 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. Carousel is not responsible for the availability, capacity and /or condition of any facilities not provided by Carousel.
3. Service Level Agreement. Carousel commits to deliver 99.99% of uptime per month for service components of Carousel's Simplicity Powered by inContact Service, which are the services required for contact delivery. If Carousel 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) under General Software Terms above. Upon request Carousel will issue a credit to Customer for Carousel 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 Carousel Long Distance and Local Loops. The Carousel Simplicity Powered by 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. Carousel commits to deliver 99.5% of uptime per month for service components of the Workforce Optimization services. If Carousel exceeds the downtime in any given month, Customer can request a credit which will be calculated and applied in accordance with Section 3 (Commitment Level) under General Software Terms 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)** ^{1,2}

Uptime is measured as access to forecasting and scheduling and as access to the play back and scoring of calls.

- **Workforce Management (WFM)** ^{1,2}

Uptime is measured as access to forecasting and scheduling.

- **Quality Management (QM)** ^{1,2}

Uptime is measured as access to the play back and scoring of calls.

¹*These services may be powered by Verint®.*

²*These services may require a SQL Server License as described in the applicable Service Contract. Ownership of the SQL Server License will be transferred to Customer and any maintenance and support will be provided by Microsoft. Customer's continued use of the Services will constitute acceptance of any charges for the license and any maintenance fees.*

ECHO®

1. Maintenance and Updates. Carousel will provide Customer with at least a forty-eight (48) hour notice of any scheduled maintenance. Carousel will make every reasonable effort to perform unscheduled maintenance for critical updates or enhancements between the hours between 6:00 PM - 1:00 AM (Mountain Time) Monday through Sunday. Carousel will make reasonable efforts to provide Customer with advanced notice of the application of critical updates or enhancements.
2. Service Level Agreement. Carousel commits to deliver 99.5% uptime per month, unless otherwise stated. If Carousel does not meet the service levels detailed below, Customer can request a credit which will be calculated and applied in accordance with Section 3

(Commitment Level) under General Software Terms 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 - Carousel shall respond within 120 minutes.

Email Surveys - Should Carousel 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. 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 (Mountain Time) Thursdays and Saturdays. Urgent updates and enhancements may be deployed outside of the published maintenance window if deemed necessary.

Dialer

1. Service Level Agreement. Carousel commits to deliver 99.9% uptime per month. If Carousel does not meet these service levels, Customer can request a credit which will be calculated and applied in accordance with Section 3 (Commitment Level) under General Software Terms above. Upon request Carousel will issue a credit to Customer for service failures by components of service. The service components are:
 - **Personal Connection™**
 - **InContact Dialer**
 - Campaign Manage
 - Agent Dialer
 - Reporter

CRM Integrations

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 a license for any third party CRM product. It is Customer's sole obligation to obtain and maintain any such third party license.

Long Distances Terms

These long distances terms are only applicable where the Customer has elected to contract for such specific Services on the Service Contract.

General Long Distances Terms

1. Unlawful Use. The Services may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.
 1. General Use. In general, Carousel Customers may not use InContact's network, machines, or services in any manner which:
 - Violates Section 4 (Compliance with Laws) under General Information, including but not limited to data privacy laws;
 - Violates the acceptable use policies of any networks, machines, or services which are accessed through InContact's network;
 - Infringes on the intellectual property rights of InContact or others;
 - Violates the privacy of others;
 - Involves the resale of InContact's products or services, unless specifically documented in a separate written agreement with InContact;
 - Involves deceptive online marketing practices;
 - Violates any specific instructions given by InContact for reasons of health, safety or quality of any other Services provided by InContact or by reason of the need for technical compatibility of equipment attached to the InContact network;
 - Materially affects the quality of any telecommunications services provided by InContact; or
 - Otherwise violates this Agreement.
 2. Prohibited Activities. Prohibited activities include, but are not limited to:
 - Unauthorized use (or attempted unauthorized use) or sabotage of any computers, machines, mobile devices, or networks;
 - Attempting to interfere with or denying service to any user or host (e.g. denial of service attacks and/or DNS spoofing attacks);
 - Introduction of malicious programs into the network or Server (e.g. viruses, worms, Trojan horses, etc.);
 - Attempting to circumvent intended use (e.g., blasting, etc.);
 - Attempting to circumvent Customer authentication or security of any host, network, or account ("cracking");
 - Monitoring or scanning the networks of others without permission;
 - Hijacking of IP space;
 - Attempted or successful security breaches or disruption of Internet or any form of communication including, but not limited to, accessing data of which Customer is not an intended recipient or logging into a Server or account that Customer is not expressly authorized to access;
 - Executing any form of network monitoring (e.g. packet sniffer) which will intercept data not intended for the Customer;

- Using any program/script/command, or sending messages of any kind, designed to interfere with a third party customer terminal session, via any means, locally or via the Internet;
- Maintaining an open mail relay and/or an open proxy;
- Collecting email addresses or phone numbers from the Internet for the purpose of sending unsolicited bulk email or to provide collected addresses to others for that purpose;
- Transmitting or receiving, uploading, using or reusing material which is abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or similar third party rights;
- Furnishing false or incorrect data on the signup form;
- Commercial advertisements and informational announcements, to mobile devices, or any unsolicited text message that could reasonably be expected to provoke complaints;
- Text messages to engage in harassment, whether through language, frequency, or messages, and continuing to send someone text messages after being asked to stop;
- Text messages with falsified or obscured header or information designed to hinder the identification of the location of sender or the location of what is advertised; or
- Attempting to circumvent or alter the process or procedures to measure time, bandwidth utilization, or other methods to document "use" of Carousel's products and services.

Switched Long-Distance

1. **Customer Obligations.** Customer understands that their local telephone company may assess a service charge for each line changed to the carrier selected by Carousel for which the Customer will be responsible. Customer understands they will be billed according to the rate plans, billing increments, and service fees indicated on the Letter of Authorization, and those rates, taxes and fees are subject to change. Customer understands a basic service fee or minimum usage fee may be assessed according to the rate plan Customer has chosen and includes all lines; and my toll-free number service fees are \$1 per toll free number per month.
2. **Calling Card.** Customer assumes responsibility for security of their assigned access numbers ("card numbers") and access codes ("PIN's") and is responsible for any calls made on their assigned access numbers and access codes. Carousel reserves the right to change access numbers and codes upon notice to Customer. Customer must report lost/stolen card(s) to the customer care department immediately. The Customer assumes all liability for fraudulent usage of any Carousel product.
3. **International Service.** Customer understands that telephone and calling card lines are activated for international calling. The Customer further understands that if either telephone or calling card lines are tampered with, compromised, lost or stolen, the Customer assumes full responsibility for usage on aforementioned lines until Carousel is notified of the undesired usage. It is the Customer's sole responsibility to notify Carousel of any changes in international status regarding telephone or calling card lines. The

Customer agrees to maintain strict security over long-distance or calling card lines on the InContact network.

Voice

1. Call Distributions, Rates and Charges. The call distribution pattern of Customer's usage of the Services in any month must result in a minimum of seventy percent (70%) of such calls being originated and terminated in and to Tier A and Tier B networks and a maximum of thirty percent (30%) of such calls being originated and terminated in and to Tier C networks. Any call in excess of the foregoing maximum of thirty percent (30%) will be assessed a three (\$.03) cent per minute surcharge, applicable to flat-rate pricing programs but not Tiered or LATA OCN pricing programs. In the event Customer's call usage exceeds the call distribution pattern as described herein, in such a way that Customer receives Tier C surcharges, Carousel may modify its pricing program to a Tiered or LATA OCN pricing program in order to eliminate Tier C surcharges. Tiers are defined in the LERG OCN classification table, administered by Telcordia at the effective date of the most recent monthly update. InContact will provide customer with a tier list, by dialed digits, upon request. Carousel reserves the right to adjust the Domestic rates applicable to Customer with prior written notice to Customer. International and Extended rates are subject to change without notice to Customer.

Domestic Tiers

- o Tier A - Regional Bell Operating Companies ("RBOC")
 - o Tier B - PCS, Wireless, W Reseller, L Reseller
 - o Tier C - CLEC, CAP, ICO, ULEC, General, Other
2. Usage. Carousel may provide customer written notice of Carousel's intent to disconnect circuit within thirty (30) days if usage is lower than \$500.00 per T-1 circuit for two consecutive months. Customer shall reimburse Carousel for any termination fees or charges paid by Carousel to the circuit provider for early disconnection of such circuit.
 3. International Calling. Carousel reserves the right to block international calling to certain international destinations based on our conjecture of potential fraud. Furthermore, Carousel maintains the right to disallow Customers' access to such international destinations if the Customer does not meet certain credit standards and complete an Carousel Restricted International Service Area Consent form. Customer is solely responsible for all calls placed or received in such areas.
 4. Toll-free Testing. Customer shall be responsible for testing the connectivity of all toll-free services to be provided by Carousel. Customer shall be solely responsible for verifying that toll-free numbers are functioning properly, prior to the launch of any public campaign involving toll-free numbers provided by And their partner inContact. Should Customer fail to verify the proper function of toll-free numbers, or should Customer fail to notify And their partner inContact of any known problems, Customer shall not be entitled to service credits of any kind.

Dedicated Internet Access

1. System and Network Security. Violations of system or network security are prohibited, and may result in criminal and civil liability. And their partner inContact will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:
 - Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
 - Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
 - Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks.
 - Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.
2. Email. Users shall not use another site's mail server to relay mail without the express permission of the site. Users are prohibited from sending unsolicited email messages ("Spamming"), including but not limited to:
 - Posting the same or similar messages to one or more Usenet or other newsgroups, forums, email mailing lists or other similar groups or lists;
 - Posting any Usenet or other newsgroup, forum, email mailing list or other similar group or list articles which are off-topic or otherwise violate the rules of the charter or other owner-published FAQ or description of the group or list;
 - Sending unsolicited email, including commercial advertisements and informational announcements, to Internet users, or any unsolicited email that could reasonably be expected to provoke complaints.
 - Using email to engage in harassment, whether through language, frequency, or messages. Continuing to send someone email after being asked to stop is considered harassment.
 - Sending email with falsified or obscured header or information designed to hinder the identification of the location of what is advertised.
 - Collecting replies to either (i) unsolicited email messages; or (ii) messages that were either sent through another provider which violate these Terms or those of the other provider.

Users who send bulk email to "opt-in" lists must have a method of confirming or verifying subscriptions and be able to show evidence of subscriptions for users who complain about unsolicited. And their partner inContact's receipt of complaints from Internet or mobile device users related to emails received due to users use of "opt in" lists shall be a violation of this Agreement.

INDIRECT OR ATTEMPTED VIOLATIONS OF THE POLICY, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON BEHALF OF AN CAROUSEL CUSTOMER OR A CUSTOMER'S END USER, SHALL BE

CONSIDERED VIOLATIONS OF THE POLICY BY SUCH CUSTOMER OR END USER.

Complaints regarding illegal use of system or network security issues SPAM or USENET abuse must be sent to abuse@InContact.com. For live security incidents, please contact InContact Internet Abuse Investigations 24/7 at 1-800-363-9602.

SMS

1. **Third Party Fees.** SMS may be subject to fees and charges imposed by third party wireless service providers under contractual mobile plans. Text messaging and wireless service are not available in all areas.
2. **Customer Obligations.** Customers who send text messages to "opt-in" lists must have a method of confirming or verifying subscriptions and be able to show evidence of subscriptions for users who complain about unsolicited text messages. Customer is also required to process opt-out requests within one (1) business day.
3. **Intended Use.** User will not initiate an outbound text message unless they have received consent. Examples of intended use include but are not limited to:
 - o Customer sends a text message to patron while on a call with patron's consent;
 - o Customer sends a text message in response to patron's text message; or
 - o Customer sends a text message through the IVR in response to patron's consent.

Connectivity Terms

These connectivity terms are only applicable where the Customer has elected to contract for such specific Services on the Service Contract.

Cloud PBX

1. **Customer Responsibility.** Customer is responsible for all use of the Services and equipment associated with Customer's account. Customer and all of its end users acknowledge that there are certain rules and regulations that may apply to the location from which Customer and its end users are utilizing the Services, and that such rules and regulations may be materially different from jurisdiction to jurisdiction. Customer, on behalf of itself and all end users at Customer's premises, agrees to abide by all rules and regulations, including the exportation of data from the U.S. or other applicable jurisdictions.

Customer accepts full responsibility and liability for such use. The Services and equipment provided under this Agreement may be used only for any lawful purpose for which they are technically suited. Customer agrees not to utilize the Services or equipment for any unlawful purpose. Customer shall not use Services for transmitting or receiving any communication or material of any kind when the transmission, receipt or possession of such communication or material (i) would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national, or international law, or (ii) encourages conduct that would constitute a criminal offense,

give rise to a civil liability, or otherwise violate any applicable local, state, national or international law. Carousel, in its sole discretion, may terminate Services immediately and without advance notice if Customer violates any of the above restrictions.

With respect to Customer's use of the Services and/or any equipment as well as any Customer equipment, Customer shall be responsible for any claim and/or damages arising from or related to: libel; slander; invasion of privacy; infringement or unauthorized use of any copyright, trademark, trade name, service mark, or any other intellectual property right; interference with or misappropriation or violation of any proprietary or creative right; and any injury to any person, property, or entity arising out of the material, data, information, or other content used, received, or transmitted by Customer or any end user; any act, error, or omission by Customer or any end user.

Customer shall also be responsible and liable for or any personal injury, property damage, or death of any person caused, directly or indirectly, by Customer, any end user, or any Customer employee, agent, or contractor, arising from or related to the installation, maintenance, location, condition, operation, failure, presence, use, or removal of the Services, equipment, or any Customer equipment.

In addition to any other applicable remedy, Carousel, in its sole discretion, may terminate for cause the Services immediately and without advance notice if Customer violates any of the restrictions in Section 1 of these Carousel Cloud PBX Terms and Section 11 (Theft of Service; Notice to Carousel) under General Information.

2. Limitations of E911 Service When Using VoIP Service. By using Carousel's Voice over Internet Protocol ("VoIP") Service and any related equipment, Customer acknowledges the limitations of E911 Service as described in the E911 Disclosure, as well as those set forth herein. Customer agrees and acknowledges that while some individual services offer access to E911 Service, others may not. Customer is advised to thoroughly understand Carousel's VoIP Service and the options available. By accepting these Cloud PBX and Long Distance Terms and conditions of service, Customer acknowledges that it has received the information regarding the limitations of E911 Services with respect to the use of Carousel's VoIP Service, understands them, and assumes the risks associated with the E911 limitations. Carousel may disclose to the FCC that Customer has acknowledged the E911 Disclosure by virtue of Customer having accepted these Terms.
3. Limitations of Carousel's VoIP Service and Equipment. Customer or any end user may not be able to utilize Carousel's VoIP Service or equipment, if: (i) the equipment or Customer equipment fails; (ii) the power required to operate Customer's or any end user's computer, router, or modem, if applicable, fails; (iii) Customer's or any end user's computer experiences hardware or software problems and/or viruses; (iv) in situations where Carousel is not the Internet service provider, Customer's or any end user's Internet service provider fails to provide adequate services for any reason; (v) Customer's or any end user's hardware or software is improperly installed; or (vi) Customer or any end user is blocked or otherwise unable to access the Carousel network. By using Carousel's VoIP Service and/or equipment, Customer and its end users acknowledge that Carousel's VoIP Service and/or equipment may be limited in certain circumstances and may not be

available 100% of the time. Carousel will not be liable for errors in transmission or for failure to establish connections. In addition, Customer acknowledges and agrees that InContact's VoIP Service and equipment may not be compatible with certain fax machines or firewalls.

4. Compatibility. The Service and equipment may not be compatible with Customer equipment, and Carousel is not required to maintain or repair Customer equipment, or modify the Service to make it compatible with Customer equipment.
5. Equipment, Software, and Internet Use.
 1. On-site Maintenance. Customer is responsible for all costs at its premises, including without limitation personnel, wiring, computer equipment, Internet access (in situations where Carousel is not the Internet service provider), electrical power, and the like, necessary for the use of the Services and any equipment.
 2. Equipment Sourced From Carousel. In order to provide the Services, Carousel may provide equipment to Customer. All equipment shipments are F.O.B. Carousel's facility. Carousel's liability for delivery shall cease, and title (if applicable) and all risk of loss or damage shall pass to Customer upon delivery to the shipping carrier. Carousel will pass through to Customer the equipment manufacturer's warranty from the date of purchase of equipment. Customer shall be required to obtain written authorization from Carousel to return any equipment. Carousel will provide replacement equipment only if the equipment is deemed to be defective and covered under the applicable manufacturer's warranty. Carousel will not cover or provide replacement for any lost, stolen, damaged, or modified equipment. Equipment returned by Customer that is not covered under a manufacturer's warranty may be refused by Carousel, and Customer will be responsible to pay return shipping charges.
6. Privacy. InContact utilizes the public Internet and third party networks to provide voice and video communication services. Accordingly, Carousel cannot guarantee the security of voice and video communications of Customer. Carousel is committed to respecting Customer's privacy. Once Customer chooses to disclose personally identifiable information to Carousel, it will only be used in the context of Customer's business relationship with Carousel. Carousel 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, Carousel may only share the personal data Customer provides with other Carousel entities and/or business partners that are acting on Carousel's behalf. Carousel is required to file numerous reports with different administrative bodies. As such, Carousel may provide aggregate statistics about customers, sales, and traffic patterns. None of these reports or statistics will include personally identifiable information. However, Carousel reserves the right to use personally identifiable information to investigate and help address and/or prevent actual or potential unlawful activity that threatens either Carousel or any Carousel Affiliate. Upon the request of a government agency, law enforcement agency, court or as otherwise required by law, Carousel may disclose personally identifiable information.
7. Telephone Number Portability on Service Termination. Upon termination of the Services, Carousel may, at its sole discretion, release telephone number(s) Customer ported to Carousel from a previous service provider and used in connection with Customer's Service(s) provisioned by Carousel to a new service provider, if such new service

provider is able to accept such number(s), and further provided Customer's account with Carousel is terminated, is completely current including payment for all charges and termination fees, and Customer requests in writing such transfer upon Service termination.

8. Service Distinctions. Customer acknowledges and agrees Services provided by Carousel do not constitute or include traditional telephone service. Important distinctions exist between traditional (wired line) telephone service and Services available from Carousel. Services hereunder are subject to different regulatory treatment from traditional telephone service. This treatment may limit or otherwise affect Customer's rights of redress before federal, state or local telecommunications regulatory authorities.

VoIP E911

In May 2005, the FCC adopted rules requiring providers of interconnected VoIP services to supply 911 emergency calling capabilities to their customers as a mandatory feature of the service by November 28, 2005.

"Interconnected" VoIP services are VoIP services that allow a user generally to receive calls from and make calls to the traditional telephone network. Under the FCC rules, interconnected VoIP providers must:

- Deliver all 911 calls to the local emergency call center;
- Deliver the customer's call back number and location information where the emergency call center is capable of receiving it; and
- Inform their customers of the capabilities and limitations of their VoIP 911 service.

1. EMERGENCY SERVICES - 911 DIALING.

1. 911 Dialing. Carousel uses the same national 911 network that all traditional telephone companies use. Service outages may occur due to: (a) Customer's and end user's power failure or disruption; (b) Customer's and end user's internet outage, suspension or disconnection of broadband service or Internet Service Provider ("ISP") service; (c) disconnection of Customer's Carousel account; (d) ISP or broadband provider blocking ports or other acts; and (e) other service outages.

Customer and end users should be aware that 911 dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Services, including 911 dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the device prior to utilizing the Service, including 911 dialing service outages or suspensions or disconnections of service by your broadband provider or ISP will prevent all Service, including 911 dialing, from functioning. Disconnection of your account will prevent all Service, including 911 dialing, from functioning. Your ISP, broadband provider or other third party may intentionally or inadvertently block the ports over which the Service is provided or otherwise impede the usage of the Service. If you suspect this has happened to

you, you should alert us to this situation and we will work with you to attempt to resolve the issue. During the period that the ports are being blocked or your Service is impeded, your Service, including 911 dialing, may not function.

You acknowledge that Carousel is not responsible for the blocking of ports by any third party or any other impediment to your usage of the Service, and any loss of Service, including 911 dialing, which may result. In the event you lose service as a result of blocking of ports or any other impediment to your usage of the Service, you will continue to be responsible for payment of the Service charges unless and until you disconnect the Service in accordance with this Agreement.

If there is a service outage for any reason, such outage will prevent all Service, including 911 dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement.

You authorize Carousel to disclose your end user's name and address to third parties involved with providing 911 dialing to you, including, by way of illustration but not limitation, call routers, call centers and local emergency centers.

2. **Registration of Physical Location Required.** For each phone line that you utilize with the Service, you or the end user must register the physical location with InContact where the Service will be utilized. Your initial location will be registered as a part of subscribing to the Service. It is incumbent on the Customer to confirm the accuracy of your physical address through your online account and update it if you have any changes, additions or transfers of phone numbers. When you move the device to another location, you must update your location. If you do not update your location, 911 calls you make may be sent to an emergency center near your old address. You may update a location by logging on to your online account. For purposes of 911 dialing, you may only register one location at a time for each phone line.
3. **Alternate 911 Arrangements.** If you are not comfortable with the limitations of the 911 dialing service, you should make arrangements for an alternate means of accessing traditional 911 or E911 services or disconnecting the Service. You understand that additional arrangements should be made to access emergency services. To access emergency services, you acknowledge and accept that it is your sole responsibility to purchase with a third party separately from Carousel, traditional wireless or wire line telephone service that offers access to emergency services. You further recognize that Carousel is not a replacement for your primary telephone service and you are hereby advised to maintain a traditional wire line or wire-based telephone service at all times. By agreeing to these terms of service and by your use of the device, you acknowledge and accept that the device may not support or provide emergency service at all times. You represent and warrant to Carousel that you already have made additional arrangements with a third party to access emergency services.

4. Network Congestion; Reduced Speed for Routing or Answering 911 Dialing Calls. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks.
5. Disclaimer of Liability and Indemnification. We do not have any control over whether, or the manner in which, calls using our 911 dialing service are answered or addressed by any local emergency response center. We expressly disclaim any and all responsibility for the conduct of such local emergency response centers and the national emergency calling center. We rely on third parties to assist us in routing 911 dialing calls to local emergency response centers and to a national emergency calling center. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither Carousel nor any of its officers, directors, members or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to our 911 dialing service unless such claims or causes of action arise from our gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless Carousel, its officers, directors, members, employees, affiliates and agents and any other service provider who furnishes services to you in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorney's fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the service, including 911 dialing, incorrectly routed 911 dialing calls, and/or the inability of any end user of the service to be able to use 911 dialing or access emergency service personnel.
6. Notify All Users. You should inform all end users including household residents, guests and other third persons who may be present at the physical location where you utilize the service of the important differences in and limitations of 911 dialing as compared with basic 911 or E911. This shall be known as the "Customer Responsibility." The documentation that accompanies each device will include a sticker concerning the potential non-availability of basic 911 or E911 (the "911 Sticker"). It is your responsibility, in accordance with the instructions that accompany each device, to place the 911 Sticker on each device that you use with the Service. If you did not receive a 911 Sticker(s) with your device(s), or you require additional 911 Stickers, please contact Carousel's customer care department.

Customers should contact their Carousel representative or customer care to provide notification of end user's location. It is the responsibility of the Customer to notify Carousel of deployment or end user location changes. If E911 is not yet available in your area, make sure to tell the emergency dispatchers your phone number and location. Inform yourself about the current capabilities of your wireless or VoIP service.

Colocation Terms

These colocation terms are only applicable where the Customer has elected to contract for such specific Services on the Service Contract.

1. **Service Description.** Colocation service allows a Customer to have equipment installed in a Colocation Facility for the purpose of delivering connectivity to the Customer for InContact Services.
2. **Definitions.**
 1. "*Colocation Facility*" means the physical facility and space owned or leased by InContact.
 2. "*Colocation Space*" means the physical rack space provided on an "as is" basis that the Customer Equipment occupies in the Colocation Facility.
 3. "*Colocation Space Rental Fee*" means the fees specified in the Service Contract for the Customer Equipment to be located in the Colocation Space.
 4. "*Customer Equipment*" means Customer's hardware approved by Carousel.
 5. "*Customer Personnel*" means a person authorized by the Customer, including but not limited to employees, contractors, subcontractors, or agents acting on behalf of Customer.
 6. "*Escorted Facility Access Fee*" means the fees charged for escorted access to InContact's Colocation Facility.
 7. "*Colocation Fee*" means the Colocation Space Rental Fee, Escorted Facility Access Fee and any other fees designated in the Service Contract or as result of Services.
 8. "*Normal Business Hours*" means Monday through Friday 8:00 am to 5:00 pm local time where the Colocation Facility is located excluding holidays.
 9. "*Rack Unit*" means one (1) U in a rack designed to house routers and other approved equipment.
 10. "*U*" means the unit of measure for space within a rack which is occupied by the Customer Equipment and is approximately 1.75 inches tall.
 11. "*Unscheduled or Emergency Maintenance*" means all repairs, upgrades, inspection, maintenance or tests involving the Colocation Facility or Customer's Equipment which are not scheduled or about which the Customer has not received prior notification.
3. **InContact Responsibilities.** InContact will grant the Customer the right to operate Customer Equipment in the Colocation Space at the Colocation Facility. InContact shall permit Customer Personnel escorted access by an InContact representative to the Colocation Facility where Customer has Customer Equipment installed at the Escorted Facility Access Fee rate. InContact will provide the Customer with three (3) months' notice if InContact requires the Customer Equipment to be moved within the Colocation Facility or to another InContact Colocation Facility. InContact will monitor Customer usage of power. In the event the Customer exceeds the usage specified in the Service Contract, InContact will require an increase in the Colocation Fee set forth in the Service Contract.
4. **Customer Responsibilities.** The Customer will indemnify and hold InContact & Carousel harmless against: (i) all damages, losses and expenses arising as a result of any action or claim that the Customer Equipment infringes any intellectual property rights of a third party; (ii) all loss and damage to Customer Equipment, including the other third party

equipment collocated in the Colocation Facility, caused by any act or omission of the Customer or any of its Customer Personnel; and (iii) all loss and damage to Carousel equipment, which prevents contracted service operations to Customer or Carousel's customer base due to negligence or any act of the Customer during the Service Term or upon removal of Customer Equipment until the Customer Equipment has been removed.

5. Equipment and Installation. Customer agrees to (i) install and maintain Customer Equipment according to Carousel's specifications and comply with safety and installation requirements; (ii) not interfere, adversely affect or damage equipment associated with InContact located in the Colocation Facility; (iii) ensure that Customer Equipment does not interfere with or adversely affect the Services; (iv) only use the Colocation Space for the purposes of maintaining and operating the Customer Equipment as defined in the Service Contract; (v) ensure that the Customer Equipment is securely located within the dedicated Colocation Space; (vi) test the Customer Equipment upon installation into the Colocation Space; (vii) ensure all Customer Equipment is fitted into the Colocation Space using the instructions provided by InContact; (viii) ensure Customer Equipment does not interfere with, adversely affect or damage equipment associated with InContact; (ix) allow InContact to inspect installation of Customer's Equipment at the time of install; and (x) install duplicate equipment for redundancy in designated InContact Colocation Facilities.
6. Access and Security. Customer agrees (i) to be liable for any and all acts or omissions of the Customer Personnel at the Colocation Facility; (ii) to provide notice to InContact using the system provided by the InContact prior to visiting the Colocation Facility; (iii) to ensure use of Customer Equipment is in accordance with all applicable laws, regulations or codes of conduct; (iv) to comply with any security and access policies notified or provided to the Customer by InContact; (v) to provide InContact with written confirmation of Customer Personnel who have authorization to be admitted to the Colocation Facility on a per-visit basis; and (vi) to not be granted access to the Colocation Facility unless photographic identification for Customer Personnel is presented to InContact at the point of entry.

Customer shall provide required information before access is granted to the Colocation Facility: (i) timely, written notice of any need to access their equipment, (ii) accurate arrival time of Customer Personnel to the Colocation Facility, (iii) amount of time required for access, at best estimate by Customer, and (iv) professional, capable personnel trained and educated in the functions to be performed on Customer Equipment. Customer Personnel shall not photograph or video the Colocation Facility.

7. Expiration or Termination. Expiration or Termination of these Services is bound by the Service Term and the conditions as set forth in Section 2 (Term) under General Information. Upon termination of the contracted Services, Equipment must be removed within ten (10) business days and where the Customer fails to do so or authorize, InContact shall charge additional storage fees.
8. Suspension of the Service. Carousel or InContact will be entitled to suspend Services and Customer access to Customer's Equipment for reasons deemed appropriate, those include but may not be limited to: (i) Unscheduled or Emergency Maintenance; (ii) required in order to comply with any law, regulation, court order, or request of a government body;

(iii) planned outage; (iv) Customer fails to comply with Customer Equipment and Installation clause; or (v) failure to pay the Colocation Fee. Carousel or inContact will not be liable to provide the Services where non-performance arises out of or in connection with a fault of Customer's Equipment, any act or omission of the Customer or a third party which causes damage to any Carousel's equipment, or if suspension of the Services arises out of, or in connection with, an act or omission of the Customer, then the Customer will pay to Carousel all reasonable costs incurred by Carousel or inContact in reconnecting the Services.

9. Rates. Customer is responsible for Colocation Fees which consist of NRC and MRC. The initial NRC pays for the initial escorted access to InContact's Colocation Facility by an InContact representative at equipment install. The MRC covers the monthly use of the Rack Unit(s) assigned to the Customer, electrical power, and cross-connects between InContact's equipment and Customer's Equipment within the rack and power.
10. Customer Personnel. Customer warrants and represents: (i) Customer shall comply with all applicable employment and Safe Harbor laws, and (ii) Customer will cause all Customer Personnel to comply with the confidentiality provisions of this Agreement.
11. Warranty. It is the sole responsibility of the Customer to verify the working condition of the equipment and the accurate configuration and installation. Carousel is not responsible for the availability, capacity and/or condition of Customer Equipment and does not guarantee the safety of Customer Equipment from damage, destruction, theft or any other harm natural or manufactured. InContact reserves the right to perform tests at install and at any time following installation to ensure that Customer Equipment does not in any way harm or impede InContact's equipment and other equipment located at the Colocation Facility.
12. Insurance. Customer is responsible to insure Customer Equipment against any harm or theft and any loss of income under all circumstances with a reputable insurance company. Customer agrees to keep appropriate insurances to cover potential losses or liability, including but not limited to cover for all Customer Equipment, contractors or installers, workers compensation and employers' liability, and cyber liability for errors and omissions that includes network security. InContact may require a certificate of insurance showing all insurance requirements have been met. Customer shall release Carousel and its elected and/or appointed officials, employees and volunteers of any and all liability or responsibility to the Customer or anyone claiming through or under the Customer by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty. This provision shall be applicable and in full force and affect only with respect to loss or damage occurring during the time of the Customer's Colocation or use.