

# InContact Maintenance and Service Level Agreement

## 1. Overview

The intention of this SLA is to define the support requirements for the Hosted Services purchased by Customer from Carousel and the other Services, including support Services.

## 2. Definitions

For the purpose of this SLA, the definitions set forth in the Agreement shall have the meanings specified in such Agreement, and the following additional terms shall have the meanings set forth below.

“**Business Day**” shall mean 8:00 AM to 5:00 PM Mountain Time, Monday through Friday, excluding holidays.

Customer “**Level-1 Support**” will be outsourced by Carousel to inContact and includes the initial intake, investigation and response associated with an inquiry regarding the inContact product suite and fault diagnosis procedures observed by the technical support center to identify a Software problem with inContact’s Software Product.

“**Level-2 Support**” will be outsourced by Carousel to inContact and includes the Services provided by the technical support center to correct a Software problem identified by Level-1 Support and that cannot be resolved at Level-1. Level – 2 Support is needed when one or more of the following conditions are present:

1. The inContact product is not performing in such a way as to be consistent with current product documentation.
2. An issue has been raised to Level-1 but cannot be resolved at that level due to it not being adequately covered in the inContact product training, product documentation, or knowledgebase.
3. Behavior observed within the inContact product is such that a product defect is suspected/confirmed and thus a given incident report requires routing to the inContact engineering team for evaluation and disposition.

“**Level-3 Support**” shall mean the Services provided by inContact’s technical support center to bring final correction to a Software problem not resolved by Level-2 Support.

“**Level-4 Support**” shall mean the Services provided by inContact’s technology partners to bring final correction to a Software problem not resolved by Level-2 or Level-3 Support. Level-4 Support is only accessed by inContact’s Level-3 technical support center.

“**Services**” shall mean the installation, maintenance support, professional integration, or other service to be provided under this Agreement.

## 3. Services

### 3.1 Services Provided

Subject to the terms and conditions of the Agreement, inContact shall provide the following Services:

Schedule I – Technical Assistance

### 3.2 Responsibilities

inContact shall be responsible for supplying the Services described in the following schedules.

### 3.3 Service Levels and Available Credits for the Hosted Services

inContact will provide at least three (3) Business Days advance notice of any scheduled maintenance to the Network Solution.

#### 3.3.1 Core inContact Service

inContact commits to deliver 99.99% availability per month for core 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, the Customer can request a credit from Carousel in writing. Upon request Carousel will issue a credit to the 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 (the "Components") are:

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

### **3.3.2 Predictive Dialing**

For the Predictive Dialing Service, inContact commits to deliver 99.9% availability per month on:

- Personal Connection™ Outbound Solution
- inContact Dialer
  - Campaign Manager
  - Agent Dialer
  - Reporter

For any complete component failure of the Predictive Dialer Service experienced by the Customer on any given day which does not meet the 99.9% of uptime as described above, the Customer may submit a written credit request to Carousel. Carousel will credit the Customer 1/30th of the MRC associated with that component. The maximum credit issued in any monthly billing period will not exceed one hundred percent (100%) of the aggregate amount of the MRC for the Predictive Dialer Service billed in that month.

### **1.3.3 Workforce Optimization (WFO)**

inContact commits to deliver 99.5% of uptime per month for core components of the WFO Service. If inContact exceeds the downtime in any given month, Customer can submit a written request for credit to Carousel. Upon request Carousel will issue a credit to Customer for Service failures by components of Service. The WFO Service Components (the "Components") are:

- inContact Workforce Management (WFM)
- inContact Quality Monitoring
- inContact Workforce Optimization Powered by Verint®

### **3.3.4 ECHO®**

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 (Mountain Time) Monday through Sunday. inContact will make reasonable efforts to provide Customer with advanced notice of the application of critical updates or enhancements. 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 given a written credit request to Carousel.

Upon request Carousel will issue a credit to Customer for ECHO Service failures by components of Service.

The ECHO Service components (the "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

### **3.3.5 General Credit Request Guidelines and Limitations**

For any complete component failure of the core components of the inContact service experienced by Customer on any given day, Carousel will credit the Customer (upon written

request) 1/30th of the Monthly Recurring Charges (“MRC”). The maximum credit issued in any monthly billing period will not exceed one hundred percent (100%) of the aggregate amount of the MRC for all Customer Services billed in that month. The MRC for each Service is the portion of the aggregate Service billing in each monthly billing period attributable to that Service.

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 12 of the Agreement.

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

### **3.3.6 Other Services**

Other services beyond the core inContact Service, Predictive Dialing, WFO, and ECHO (described above in sections 3.3.1 through 3.3.4) are not subject to Service Level Agreements (SLAs).

### **3.3.7 Availability Calculation**

Availability is measured using the following formula:

$$A = \frac{E[\text{Uptime}]}{E[\text{Uptime}] + E[\text{Downtime}]}$$

Uptime is a fixed value of 43,200 calculated by normalizing the days in a month to 30 multiplied by the hours and minutes (30 x 24 x 60 = 43,200). Downtime is the duration of an outage multiplied by a weight factor associated with the service or component.

Example: A component failure affecting 25% of the platform for 15 minutes would have a 25% weight factor. The calculation would be 43,200 / (43,200 + (.25 x 15)) = 99.991% availability.

## Schedule I - Technical Assistance

### 1. Customer Products Supported

inContact supports the software products included on the Service Agreement. Any other products that are part of the implementation, but are not sold by Carousel or included on the Service Contract / Order are not subject to the Support Terms defined herein.

### 2. Technical Contacts for Support

Customer is required to assign a minimum of two technical contacts to act as sole liaisons between Customer and inContact for support. Customer's technical contacts must have, at a minimum, initial basic product training and, as needed, supplemental training appropriate for the specific role and specialized product usage. The technical contacts must be knowledgeable about inContact software and Customer's environment in order to help resolve system issues and to assist inContact in analyzing and resolving service requests. When submitting a service request, the technical contact should have a baseline understanding of the problem encountered and an ability to reproduce the problem in order to assist inContact in diagnosing and resolving the problem. To avoid interruptions in support services, Customer must notify inContact whenever technical contact responsibilities are transferred to another individual. inContact may review service requests logged by the technical contacts, and may recommend specific training to help avoid service requests that would be prevented by such training.

### 3. First Tier Support

Customer is required to establish and maintain their organization's processes to provide "First Tier Support" for inContact Software directly to Customers. First Tier Support shall include but not be limited to: (i) a direct response to users inquiries concerning the performance, functionality or operation within inContact software; (ii) a direct response to users with respect to problems or issues with inContact software; (iii) a diagnosis of problems or issues with inContact software; and (iv) a resolution of problems or issues with inContact software.

### 4. inContact's Support

Support consists of: (i) diagnosis and resolution of problems or issues with inContact software; and (ii) reasonable efforts to resolve reported and verifiable errors in the program so that the program performs in all material respects with the functions described in the associated program documentation.

inContact may provide additional software tools and web-based tools with Customer's consent to access Customer's computer systems or assist in collecting system data to aid in the resolution of service requests.

inContact may review service requests logged by Customer's technical contacts, and may recommend specific organization and process changes to assist Customer with the practices described in these support policies and terms.

### 5. Service Level Definitions

An "Incident" is defined as any event which is not part of the standard operation of a service and which causes, or may cause an interruption to, or a reduction in the quality of that service. Reasonable efforts will be made to respond to Customer's service requests per the following guidelines:

#### 5.1 Contact Queue Types and Case Assignment.

Type	Queue Type	Response Time	Case Assignment
Online Case Submittal	First in, triage out	Customer contacted within 4 business hours	Case is created and assigned to technician within 4 business hours.
Telephone	First in, First out, Triage for resolution	80% of calls answered within 60 seconds	Ticket created and assigned while on call.

## 5.2 Severity Definitions.

Severity	Description
Severity 1	Incidents that result in the network or an application platform being unavailable. These include items that are causing complete outages of the production environment. A complete outage removes one or more core functions of the inContact application. Incidents that impact more than approximately 75% of a customer's agents. Example (But not limited to) Core service is down – IC Central is down – Agents unable to log in. Major feature is not working – Real time reporting not accessible. Outbound dialer not calling out.
Severity 2	Incidents that limit a customer's normal use of the network, the program is usable but is severely limited and there is no valid work-around. These include items that are causing partial outages of the production environment and/or its features. A partial outage removes some features, but the overall system remains mostly intact and functional. Incidents that affect approximately 50-75% of a customer's agents. Example: A single report is not functioning – A feature in IC Central is not working – A single (non-critical) feature is not working – Report timeouts – Isolated instances of dropped calls, echo, or call quality issues. – Inaccurate report data
Severity 3	Incidents that are inconvenient, but don't preclude full-use of the network, system, product or critical features or a higher severity incident that has a valid work-around. These include items that do not affect system functionality. Incidents that affect approximately 25-50% of a customer's agents. Example: IC Central intermittent slowness – performance – Incidents which have a valid work-around – Reports formatted incorrectly
Severity 4	Incidents that cause little impact on operations or that a reasonable workaround to the problem has been implemented. These include items that are requested by a customer, but have zero impact on the system or the customer's business needs. Incidents that affect up-to approximately 25% of a customer's agents. Example: Typos – UI formatting – enhancements and new features

## 5.3 Frequency Definitions

Frequency	Description
Constant	The incident is experienced on every transaction during the regular course of business operation
Daily	Experienced more than once a week sporadically during the regular course of business operation.
Weekly	Incident is a onetime event or occurs on sporadic transactions and less than once a week

## 5.4 Incident Priority and Response Time

Frequency	Severity 1	Severity 2	Severity 3	Severity 4
Constant	Priority 1	Priority 1	Priority 2	Priority 3
Daily	Priority 1	Priority 2	Priority 3	Priority 4
Weekly	Priority 1	Priority 3	Priority 4	Priority 4

Priority	Initial Response	Status Updates
Priority 1 – Standard Hours	Respond to Customer within 1 hour of notification.	Every 2 Hours
Priority 1 – After Hours	Respond to Customer within 1 hour of notification.	Every 2 Hours
Priority 2 – All Hours	Respond to Customer within 4 hours of notification.	Every 8 Hours
Priority 3 – Standard Hours	Respond to Customer within 12 hours of notification.	Every 24 Hours
Priority 4 – Standard Hours	Respond to Customer within 24 hours of notification.	Every 48 hours

Initial responses and status updates will be tracked and measured within inContact's case management system. Incidents are prioritized according to their business impact and frequency described in this document.

### 5.5 Incident Resolution Time

Resolution is defined as the restoration of service of a reported incident or the implementation of a viable work around. Service levels are based on a Mean Time To Resolve ("MTTR"). MTTR is measured monthly and quarterly. Priority service levels do not apply to issues that are determined to be third party vendor issues, bugs or product enhancements; these are escalated to the inContact Software Engineering group.

Incident Priority	Resolution Time
Priority 1	8 hours MTTR
Priority 2	24 hours MTTR
Priority 3	48 hours MTTR
Priority 4	96 hours MTTR

### 6. Support Escalation

If incidents are not resolved to the client's satisfaction by the above timelines or Customer feels the time frame assigned to a priority is not acceptable, Customer may escalate the case by contacting inContact in the following order: (i) Technical Support, (ii) Technical Support Supervisor.

### 7. Required Information

When contacting technical support Customer shall gather the following:

7.1 **Description of the issue and Customer's environment.** Prepare a detailed description of the issue that Customer is experiencing and specifics of Customer's environment or system configuration. Customer shall be as specific as possible in explaining the problem or question including steps to replicate the problem as well steps taken to avoid the problem.

7.2 **Background Information.** Customer shall be prepared to answer the following questions:

- Is it affecting one agent or other agents as well?
- Has the problem happened before, or is this an isolated incident?
- When was the last time it worked as expected?
- What steps led to the issue?
- Can the problem be recreated?
- Have any changes been made to Customer's system?
- What version of software was Customer running when the problem occurred? Note: Customer shall include all relevant products such as operating system and third party applications.
- Were any error messages or other diagnostic information produced?
- When possible provide at least three or more call examples.

7.3 **Diagnostic Information.** Customer shall attach any relevant dumps, traces, error logs, error codes etc., to the Customer Portal Case for review by a technician. Gathering this information is often the most critical step in resolving Customer's software problem. If Customer is unsure about what documentation is required, Customer can contact inContact for assistance in gathering the necessary diagnostic information.

### 8. Hours of Operation

inContact Support regular business hours of operation are Monday through Friday 6:00 AM – 6:00 PM Mountain Time. During business hours inContact Technical Support will be available by phone and cases submitted via <http://support.incontact.com>. During non-business hours priority 1 and 2 incidents are handled by after-hour agents and may be escalated to an inContact Support on-call technician. If an after-hour's incident occurs that is a priority 3 or 4 a case will be created and Technical Support will work the case according to the SLAs.

### 9. Contact Information

The inContact Service Site is a secure, easy-to-use website that provides a place for customers to utilize the inContact knowledgebase to obtain documentation and get answers to technical questions. Customer can also open requests for technical support and check and comment on the current status of cases. The inContact Self-Help tools and online issue/incident/case creation and management described in this support policy are available at <http://support.incontact.com>. inContact Technical Support and Customer Care hotline is: (800) 826-8028, although a Customer-specific telephone may be provided in lieu of the standard telephone number.

### 10. Maintenance & Updates

Product updates, enhancements or repairs are conducted during inContact's published maintenance period which is Monday through Friday from 12:00-5:00 AM (Mountain Time for North America-based platforms). inContact will provide Customer with at least a forty-eight (48) hour notice of any scheduled maintenance. Urgent updates and enhancements may be deployed outside of the published maintenance window if deemed necessary. inContact will make every reasonable effort to perform unscheduled maintenance for critical updates or enhancements between the hours between 12:00 AM - 5:00 AM (Mountain Time for North America-based platforms) Monday through Sunday unless otherwise stated. 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. inContact shall not be liable to Customer for any interruption under this clause.

## TERMS OF SUPPORT SERVICES FOR UPTIVITY PRODUCTS

1. **Support Services.** Subject to the provisions contained in this Agreement, inContact shall provide Support Services during the Support Services Term and shall continue to perform said Support Services either under a renewal Support Services Term.

Support Services shall include service for issues, i.e. diagnosis and resolution for issues caused by user error in attempt to use the system as it was installed, such as changes to administrative settings as provided in the Software, but not for changes, relocation, or removal as outlined in Sections 3.1 and 5 of this Terms of Service.

- 1.1. **Emergency Response.** inContact shall use commercially reasonable efforts to respond to emergency calls (calls caused by the total inoperability of the Software) within four (4) hours after receiving notice thereof.
  - 1.2. **Non-Emergency Response.** inContact shall use commercially reasonable efforts to respond to non-emergency calls (calls caused by anything less than total inoperability of the Software) within one (1) Business Day after notice thereof.
  - 1.3. **Access to Premises.** To permit the performance of services herein mentioned, Customer hereby grants inContact full access to the business Premises of Customer, and inContact agrees to abide by Customer's security requirements.
2. **Support Services Term, Fees, and Renewal.** inContact will provide to the Customer the support services described in this Agreement ("Support Services") beginning on the first day after installation. Support Services will automatically renew for successive one-year Support Service term(s) (each a "Support Services Term"), unless one of the parties notifies the other in writing of its intent not to renew the Support Services at least thirty (30) days before the end of the then-current Support Services Term. Subsequently, inContact will invoice the Customer for such subsequent Support Services Term and Customer must pay for such Support Services Term as set forth in the Terms and Conditions.

The foregoing fee ("Support Services Fee") will be invoiced in advance of the outset of each renewal Support Services Term and will be paid by Customer as set forth herein. The Support Services Fees are non-refundable and will not be refunded in whole or in part in the event that Customer elects to terminate Support Services.

- 2.1. **Adjustment to Plan Pricing.** Customer's Hardware and Software may be reviewed periodically for additions and/or deletions, and appropriate adjustments to the Support Services fees will be made effective immediately, pro-rated to coincide with the Anniversary Date. Adjustments to the Support Services fees specified in each Order may also be made prior to the expiration of the warranty for additions and/or deletions to Hardware and/or Software during the Warranty Period. inContact may, on at least sixty (60) days' prior written notice to the Customer, adjust any or all of its charges on an annual basis for any or all Support Services. Customer may cancel Support Services with thirty (30) days written notice.
3. **Exclusion from Service.** Expressly excluded from Support Services, and provided only if inContact so elects and only at inContact's then-current rates, during Support Services Term, are:
    - 3.1. **Additions, Relocation and Removal.** inContact may, upon the Customer's written request, provide such services as are necessary and available with respect to the System to add to or change or relocate the System. The Customer agrees to pay additional charges for such services at inContact's then current rate. Additional equipment or features ordered by the Customer are subject to the prevailing price at the time orders are placed.
    - 3.2. **Hardware Support.** inContact will, to the extent permitted by the manufacturer or distributor of any Hardware purchased from inContact, pass through to Customer any warranty with respect to such Hardware, and provide reasonable assistance to Customer to procure from such manufacturer or distributor on behalf of Customer any remedies provided pursuant to such warranties.
    - 3.3. **Warranty and Support Exclusions.** inContact will not be liable under its limited warranty for, or obligated to correct as part of Support Services, any nonconformity resulting from:



- 3.3.1. the mishandling, abuse, misuse, tampering, improper storage, accident, negligence, theft, vandalism, fire, flood, water, wind, damage to equipment or telephone lines due to pests or domestic animals or theft or loss, acts of God, acts of terror or vandalism, or other causes beyond the control of inContact;
- 3.3.2. conditions outside of specifications, including but not limited to wiring, voice and data network architecture, electrical power, temperature, humidity or dust;
- 3.3.3. failure of Customer telecommunications equipment and/or software;
- 3.3.4. any cause other than normal use;
- 3.3.5. installation or alteration by someone other than inContact , its employees or agents;
- 3.3.6. use contrary to the instructions of inContact ;
- 3.3.7. use of the Software or Hardware with computer systems, communications devices and/or ACD/PBX platforms other than those in use at the time of installation, or alterations to any such system or its configuration other than as recommended by inContact .

**4. Upgrades.** Software upgrades that are covered under the paid Support Services Term shall include all versions of the inContact software purchase under this Agreement that inContact makes generally available (GA). All minor version upgrades to the licensed major version; all revision upgrades; and all build upgrades shall be included. Software upgrades shall not include the following: changes or modifications to the System that are not made generally available (GA) by inContact ; new products and/or features that require third-party licensing; new products or features that are marketed and/or sold under a different brand name; custom programming; or other professional services.

**5. Change Orders.** Other than generally released upgrades, improvements, enhancements and new software features are not included in the purchase price of the Hardware and Software, any and all additions, deletions, changes or reconfigurations of the Hardware or Software after the execution of this Agreement may be made only pursuant to the execution by Customer and acceptance by Carousel of a Change Order.

Carousel reserves the right to withhold acceptance of a Change Order in its sole discretion. Work performed in fulfillment of Change Orders shall be billed at rates as mutually agreed upon per project. The work and any costs associated with that work shall be detailed on the Change Order using the format provided in writing and according to the Notification standards and points of contact as set forth in the Terms & Conditions. inContact shall retain all intellectual property rights and title to all work performed by inContact or by inContact's employees, subcontractors, shareholders, or assignees, provided that the work is related to the products and services provided by and/or developed by inContact. inContact reserves the right to make available to its other customers as a general release of a new Version any changes or additions to the System initiated in fulfillment of a Change Order.

**6. Training.** Training services may be provided along with the installation of the Uptivity system, as specified in the Order. Post-installation training services are not included within the definition of Support Services. All post-installation training will be provided at inContact's then-current hourly rates, invoiced to Customer, and paid by Customer as set forth in the Terms & Conditions. Travel and other expenses incurred by inContact may be re-billed to Customer for training conducted on Customer's premises including a reasonable per diem for meal expenses.