



Standard Terms of Use

General Information

These Standard Terms of Use ("Terms") contains the terms and conditions upon which inContact, Inc. ("inContact") provides Services to any Customer ("Customer"). The Terms and all applicable Service Contract(s) referencing these Terms constitute the complete agreement ("Agreement") between the parties. The Terms may be modified and/or amended by inContact from time to time, and any such modifications and/or amendments shall become effective upon publication thereof on the Company's website at http://www.incontact.com/media/inContact_Standard_Terms_of_Use.pdf. A Customer's continued receipt of the Services following any such modification or amendment shall be deemed acknowledgment thereof and consent thereto. Customers are bound to these Terms, together with the terms of any and all Service Contracts pertaining to the Services which they receive from inContact.

1. Definitions.

- 1.1 "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.
- 1.2 "Past Due Date" means the date thirty (30) days from the invoice date.
- 1.3 The "Service Term" shall commence on the first day of the month following the activation date of Services, or the first day of the month after the passage of forty-five (45) days from execution of this Agreement, whichever occurs first. The duration of the Service Term shall be specified in an inContact Service Contract.
- 1.4 "MRC" means Monthly Recurring Charges.
- 1.5 "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.
- 1.6 "Early Termination" means termination by the Customer without Cause prior to the end of the Service Term, or termination by inContact due to Customer's failure to make timely payments.

2. Term.

- 2.1 **Duration.** This Agreement shall be valid for the Service Term and shall automatically renew for successive terms equal in length to the original Service Term, unless either party notifies the other of such party's intention to terminate within thirty (30) days prior to expiration of the then current Service Term.
- 2.2 **Early Termination.** In case of Early Termination of any Services, the early termination charges shall be: (i) the Minimum Technology MRC, multiplied by the number of months remaining in the then-current term; (ii) any early termination penalties incurred by inContact from its underlying carrier(s), for cancellation of underlying services, both Monthly Recurring Charges ("MRC") and Non-recurring Charges ("NRC"); (iii) any Services actually received through the date of the Early Termination; and (iv) any credits, discounts, or waived installation or expedite costs that had been applied to Customer's account.
- 2.3 **Termination for Cause.** Either party may terminate this Agreement for Cause by delivering written notice thereof to the other party reasonably describing such Cause, with such termination being effective thirty (30) days following delivery of such written notice unless such Cause is cured by the other party within such thirty (30) day period

3. Payment.

- 3.1 **Application of Payment.** Customer agrees to pay inContact for all Services by the Past Due Date. Any payments received after the Past Due Date will be considered late. All payments must be made in U.S. dollars. Payments must be made at the address designated on the invoice or such other place as inContact 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, intelligence fees and other fees, and then to the current invoice. Any amounts not paid when

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due may, at inContact'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 inContact written notice of a dispute with respect to inContact charges or application of taxes or fees by the Past Due Date, inContact 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 inContact in collecting payment under this Agreement. InContact reserves the right to suspend services should Customer fail to pay all charges by the Past Due Date.

3.2 Rates and Charges. 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. Other charges shall apply for special services, including without limitation for costs associated with modifying or reprogramming Customer's equipment to render it compatible with the Services, extending demarcation points, or extending wiring inside the Customer's premises. inContact shall record Customer's Service location(s), usage volume, and rates (including without limitation monthly recurring rates, if any) within the Service Contract, as well as the applicable one-time charges for initial installation, discounts or credits. In addition, the Customer will pay all applicable taxes, regulatory fees, and tax-related surcharges relating to the Services; provided that Customer may notify inContact of Customer's exemption from particular tax(es) by providing inContact with a duly executed exemption certificate as permitted by applicable law.

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 and shall indemnify inContact for any claims, damages or costs arising from any claim related to or arising from violation of such laws, statutes, rules, regulations or ordinances by Customer in relation to the inContact Software or these Terms. 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 inContact of such notice or violation.
5. **Non-Exclusive and Limited License.** Subject to the terms and conditions of the Service Contract and effective only during the term of the Service Contract, inContact grants to Customer a non-exclusive limited license to use the software provided by inContact (the "inContact Software") and information pertaining to inContact (the "inContact Software 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 the inContact Software and inContact Software Documentation. Customer agrees that the inContact Software and inContact Software Documentation, including, but not limited to, all ideas, designs, concepts, object and source code, and functionalities pertaining thereto (collectively the "Intellectual Property") are the exclusive confidential intellectual property of inContact and/or the person from which any part thereof is licensed by inContact. Customer shall not: (i) attempt to reverse engineer, decompile, disassemble or otherwise translate or modify the inContact Software in any manner, nor (ii) sell, assign, license, sub-license or otherwise transfer, transmit, or convey the inContact Software and inContact Software Documentation. During the Service Term and after termination of the Services for any reason, Customer shall not use any of the Intellectual Property for any use or purpose, except as expressly permitted under the Agreement to operate the Services during the Service Term. During the Service Term and after termination of the Services for any reason, Customer shall not disclose any of the Intellectual Property to any other person or entity.
6. **Maintenance & Updates.** Product updates, enhancements or repairs are conducted during inContact's published maintenance period which is Friday from 12:00-3:00 AM (Mountain Time). Notification of any expected service disruption will be provided in advance. Urgent updates/enhancements may be deployed outside of the published maintenance window if deemed necessary. 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 section 4, except as provided under any applicable Service Level Agreement for the Services interrupted.

7. Professional Services. Professional Services (setup, application design & build, consulting, etc.) hours above and beyond what is specified in the Customer's inContact Service Contract will be charged the applicable per-hour rate. Professional services hours listed on the Service Contract are only estimates. Final professional services hours required to complete this project will be determined based on a Business Requirements Document ("BRD") as scoped by an inContact sales engineer in cooperation with Customer.

8. Confidentiality. By executing any inContact Service Contract the Customer is entering into an agreement made between inContact and the Customer (each, a "Recipient" for purposes of this Section 8), under which, from time to time prior to service or during the term of the service, as identified in the Service Contract(s), each party may become privy to certain proprietary, confidential or sensitive business information concerning business strategies, internal operations, product and/or service offerings, and technology ("Confidential Information").

The 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 other party 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 party will promptly deliver to the other party or destroy (at the party's option) the other party'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 Recipient to terminate further access by Recipient to, and Recipient's review of the Confidential Information. Recipient agrees that in such case 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.

9. Limitation of Liability

9.1 CONSEQUENTIAL DAMAGES: 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 inContact 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 inContact 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.

9.2 LIMITATION OF LIABILITY: 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 INCONTACT PURSUANT TO THIS AGREEMENT DURING THE PREVIOUS TWELVE MONTH PERIOD. ANY ACTION BY EITHER PARTY MUST BE BROUGHT WITHIN TWO (2) YEARS AFTER THE CAUSE OF ACTION AROSE.

9.3 Force Majeure: Neither party shall be liable for any failure to perform its obligations under this Agreement 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.

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

11. Miscellaneous Provisions.

11.1 Assignment. Customer may not assign its account, services, or any of its rights hereunder without the prior written consent of inContact, which consent shall not be unreasonably withheld; provided that the Customer may assign this Agreement to an affiliate or successor without inContact's written consent.

11.2. Regulatory Modifications. inContact reserves the right to unilaterally modify and/or amend all or any part of these Terms and/or its Service Contract(s) pursuant to and in compliance with regulatory or legal changes that affect the Services.

11.3. Credit Information. Delivery of the Services may be subject to credit approval by inContact, and Customer hereby authorizes inContact to request and obtain reasonable credit information regarding Customer, including without limitation Dun & Bradstreet reports and Customer financial statements.

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

11.5. 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.

11.6. 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.

11.7. 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.

11.8. 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, Section 9 shall survive termination, cancellation or expiration of one or more of inContact



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. The Agreement is the sole understanding and agreement between the parties with respect to its subject matter. There are no other terms, covenants, conditions, warranties or representations between the parties, whether written or unwritten, not set forth herein. This Agreement supersedes any other such prior or contemporaneous oral or written discussions, agreements, understandings or correspondence.



inContact® Terms (If Applicable)

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.

Domestic traffic is defined as traffic existing in the 48 contiguous states. Traffic in Alaska, Hawaii, Puerto Rico, Canada, American Samoa, Virgin Islands, Northern Mariana Islands, and Guam are extensions of the North American Dialing Plan and are defined as "Extended" traffic. Although Extended traffic 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. inContact is not responsible for the availability, capacity and /or condition of any facilities not provided by inContact.

3. Service Level Agreement. inContact will provide Customer with at least forty-eight (48) hours notice of any scheduled maintenance. inContact will make every reasonable effort to perform unscheduled maintenance for critical updates or enhancements between the hours between 12:00 - 3:00 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 99.99% of uptime 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, Customer can request a credit. Upon request inContact will issue a credit to Customer for inContact Service failures by components of Service. Components of Service consist of those specific Service features included in and used by Customer with the Service established under the Agreement, excluding inContact Long Distance and Local Loops. The Service components (the "Components") are:

- inTouch Reporting
- dbConnector
- inContact core system (the ability to deliver a contact)
- inContact agent or station

For any complete component failure experienced by the Customer on any given day, inContact will credit the Customer 1/30th of the Monthly Recurring Costs ("MRC") of 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 all Components 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, regardless of whether the provider is our affiliate;
- Maintenance and modification of Component software, of which Customer is given advance notice;
- Force Majeure events as provided in the Terms.

Requests for a credit must be submitted to inContact within thirty (30) days following the date of the Component outage. inContact considers a request submitted when inContact receives from Customer a fax or email requesting a refund 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



Voice Terms

(If Applicable)

- 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 eighty percent (80%) of such calls being originated and terminated in and to Regional Bell Operating Companies ("RBOC") networks and a maximum of twenty percent (20%) of such calls being originated and terminated in and to non-RBOC networks. Any call in excess of the foregoing maximum of twenty percent (20%) will be assessed a three (\$.03) cent per minute surcharge, applicable to both flat-rate and tiered pricing programs but not LATA OCN pricing programs. inContact will provide customer with a list of RBOC / non-RBOC areas upon request. inContact reserves the right to adjust the domestic rates (domestic rates apply to the 48 contiguous states only) applicable to Customer within twenty-one (21) days written notice to Customer. International and Extended rates are subject to change without notice to Customer.
- 2. Usage.** inContact may provide customer written notice of inContact's intent to disconnect circuit within 30 days if usage is lower than \$500.00 per T-1 circuit for two consecutive months. Customer shall reimburse inContact for any termination fees or charges paid by inContact to the circuit provider for early disconnection of such circuit.
- 3. International Calling.** inContact reserves the right to block international calling to certain international destinations based on our conjecture of potential fraud. Furthermore, inContact maintains the right to disallow Customers' access to such international destinations if the Customer does not meet certain credit standards and complete a inContact Restricted International Service Area Consent form, whereas the customer takes full responsibility of 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 inContact. 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 inContact. Should Customer fail to verify the proper function of toll-free numbers, or should Customer fail to notify inContact of any known problems, Customer shall not be entitled to service credits of any kind.



Switched Long-Distance Terms (If Applicable)

- 1. Customer Obligations.** Customer understands that their local telephone company may assess a service charge for each line changed to the carrier selected by inContact 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. inContact reserves the right to change access numbers and codes upon notice to Customer. Customer must report lost/stolen card(s) to the customer service department immediately. The Customer assumes all liability for fraudulent usage of any inContact 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 inContact is notified of the undesired usage. It is the Customer's sole responsibility to notify inContact 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.



Dedicated Internet Access Terms

(If Applicable)

1. Illegal Use. The inContact Internet Service 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.

1.1. In general, inContact Customers may not use inContact's network, machines, or services in any manner which:

- Violates any applicable law, regulation, treaty, or tariff, 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 including, without limitation, practices that violate the United States Federal Trade Commission's guidelines for proper online marketing schemes;
- Violates any specific instructions given by inContact for reasons of health, safety or quality of any other telecommunications 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.

1.2. Prohibited activities also include, but are not limited to:

- Unauthorized use (or attempted unauthorized use) or sabotage of any computers, machines 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 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 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 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; or
- Attempting to circumvent or alter the process or procedures to measure time, bandwidth utilization, or other methods to document "use" of inContact's products and services



2. System and Network Security. Violations of system or network security are prohibited, and may result in criminal and civil liability. 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.

3. 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" list must have a method of confirming or verifying subscriptions and be able to show evidence of subscriptions for users who complain about unsolicited email. inContact's receipt of complaints from internet users related to emails received due to Users use of "opt in" list 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 INCONTACT 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@ucn.net.

For live security incidents, please contact inContact Internet Abuse Investigations at 1-800-363-9602 (Hours 24x7).



Echo™ Terms (If Applicable)

1. Service Level Agreement. inContact will provide Customer with at least forty-eight (48) hours notice of any scheduled maintenance. inContact will make every reasonable effort to perform unscheduled maintenance for critical updates or enhancements between the hours between 5:00pm - 12:00 AM (Pacific Time) Monday through Sunday. inContact will make reasonable efforts to provide Customer with advanced notice of the application of unscheduled critical updates or enhancements. If inContact does not meet the service levels detailed below, Customer can request a credit. Upon request inContact will issue a credit to Customer for Echo Service failures by components of Service. The Service components (the “Components”) are:

- Echo Surveys
 - o IVR Surveys – inContact shall respond with in 120 minutes
 - o 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
 - o inContact Commits to deliver 99.5% uptime per month.
- Echo FTP Site
 - o inContact commits to deliver 99.5% uptime per month.

For any complete component failure experienced by the Customer on any given day, inContact will credit the Customer 1/30th of the Monthly Recurring Costs (“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, regardless of whether the provider is our affiliate;
- Maintenance and modification of Component software, of which Customer is given advance notice;
- Force Majeure events as provided in Section 17 of the inContact Standard Terms of Use

Requests for a credit must be submitted to inContact within thirty (30) days following the date of the Component outage. inContact considers a request submitted when inContact receives from Customer a fax or email requesting a refund 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