

ISI Telemangement Solutions, LLC
Hosted Services End-User Agreement

This Hosted Services End-User Agreement is incorporated into and made part of the Quote (defined below) between ISI Telemangement Solutions, LLC (“**ISI**”) or the Reseller (as identified in the Quote) and the applicable end-user (“**End-User**” or “**Licensee**”) for the ISI Software-as-a-Service (“**Services**”) described on the applicable Quote (collectively, the “**Agreement**”). “**Quote**” means the ordering document issued by ISI or the Reseller to the End-User.

1. **SERVICES** –Subject to all limitations and restrictions contained herein and the Quote, ISI grants End-User a subscription, software as a service, nonexclusive, and nontransferable right to access and operate the object code form of the Software (defined below) identified on the Quote (and use the Software Instructions) as hosted by ISI (“**Use**”) and solely to perform those functions described in the Software Instructions. End-User will have a limited right and license to Use the Software solely for its internal business purposes. Unless otherwise expressly permitted in the Quote, End-User shall not permit any subsidiaries, affiliated companies, or third parties to access the Software, except Authorized Users (defined below). “**Authorized Users**” will only consist of: (i) employees of End-User, and (ii) subject to Section 7 (Confidentiality), third party contractors of End-User who do not compete with ISI (“**Permitted Contractors**”). Permitted Contractors may Use the Software only at End-User’s place of business or in the presence of End-User personnel. End-User is fully liable for the acts and omissions of Permitted Contractors under the Agreement and applicable Quote. In no event will End-User disassemble, decompile, or reverse engineer the Software or Confidential Information (as defined herein) or permit others to do so. Disassembling, decompiling, and reverse engineering include, without limitation: (a) converting the Software from a machine-readable form into a human-readable form; (b) disassembling or decompiling the Software by using any means or methods to translate machine-dependent or machine-independent object code into the original human-readable source code or any approximation thereof; (c) examining the machine-readable object code that controls the Software’s operation and creating the original source code or any approximation thereof by, for example, studying the Software’s behavior in response to a variety of inputs; or (d) performing any other activity related to the Software that could be construed to be reverse engineering, disassembling, or decompiling. To the extent any such activity may be permitted pursuant to written agreement, the results thereof will be deemed Confidential Information subject to the requirements of this Agreement. End-User may use ISI’s Confidential Information solely in connection with the Software and pursuant to the terms of this Agreement. End-User grants to ISI a non-exclusive, royalty-free license to access, use, reproduce, modify, perform, display and distribute End-User data as is reasonable or necessary for ISI to perform or provide the Software.

2. **PAYMENT** – ISI’s obligations to provide the Services to End-User are subject to End-User’s payment of relevant fees for such Services and the full payment to ISI of such fees by the Reseller (if applicable). For any Quote or renewal of the Term of this Agreement for which pricing and payment terms are established by ISI, such payment shall be made directly to ISI by End-User. If the End-User purchased the Services through a Reseller, all pricing and payment terms for Services are established and enforced by the ISI authorized reseller (the “**Reseller**”) through whom the End-User has purchased such Services. ISI shall have no liability or obligation to End-User in the event of non-payment for the Services hereunder. The fees are non-refundable and non-cancellable for the Term. Termination of this Agreement will not relieve End-User’s obligation to pay all fees that have accrued or are otherwise owed by End-User under this Agreement. All fees (“**Fees**”) shall be payable by End-User within the Payment Terms (as defined in the Quote) after the date of the applicable invoice (“**Invoice Date**”). The Fees shall be invoiced annually in advance unless otherwise set forth in the Quote. Effective at any time after the Initial Term, ISI may increase the Fees for the upcoming Renewal Term upon notice to End-User not less than sixty (60) days prior to the expiration of the then-current term (which notice may be given by regular mail or email). Any Fees payable hereunder do not include, and End-User shall pay upon being invoiced, all transportation charges, energy surcharges, and all domestic and foreign taxes, duties and assessments (other than taxes based on ISI’s income), including penalties and interest, now or hereafter levied or imposed by reason of the transactions covered by this Agreement. All payments due under this Agreement shall be made from a bank located in the United States via ACH or bank wire transfer to a bank account designated by ISI. All payments hereunder shall be made in U.S. dollars. If the due date of any invoice is a Saturday, Sunday or national holiday, such payment may be paid on the following business day. Any payments that are not paid on or before the date date under this Agreement shall bear interest at the lower of the extent permitted by applicable law or the rate of one and one-half percent (1.5%) per month, calculated on the number of days such payment is delinquent.

3. **TERM** - The term of this Agreement shall coincide with the term of Services sold to the End-User by the Reseller in the applicable Quote (“**Term**”). The initial term of this Agreement shall commence on the term start date set forth in the Quote until expiration of the term set forth in the Quote (the “**Initial Term**”). Upon expiration of the Initial Term or Renewal Term, the Term shall be automatically extended one year (each, a “**Renewal Term**”) in accordance with the terms and conditions of the Agreement. Effective at any time after the Initial Term, ISI may increase the Fees for the upcoming Renewal Term upon notice to End-User not less than sixty (60) days prior to the expiration of the then-current term (which notice may be given by regular mail or email).

4. **END-USER RESPONSIBILITIES** - End-User shall be responsible for:

A. Providing facilities (as mutually agreed to by End-User and ISI) necessary to allow ISI to collect CDR generated by those End-User-premise telephone systems and other sources (each, a “**Data Source**” and collectively, “**Data Sources**”), which may be identified in further detail in a written proposal (“**Quote**”). Typical facility requirements include, but are not limited to:

- (i) Provisioning of Data Sources to generate CDR via an ISI-supported method and format.
- (ii) Providing a secure location for any necessary on-site data collection hardware and/or software device (“**Device**”), equipped with 110 volt AC power and Data Source connectivity, should ISI be providing a hardware Device to End-User.
- (iii) Providing a suitable physical or virtual server environment for software Device installation should ISI be providing a software Device to End-User.
- (iv) Reliable IP network connectivity and network security rights to allow the Device and/or each Data Source to transport CDR to the ISI data center via the public internet using a secure FTP protocol.

B. Ensuring the continued flow of CDR in the format accepted by ISI at the time of initial activation or at any subsequent time during the Term. End-User agrees to notify ISI of any Data Source modifications affecting CDR output. If the data generated by a Data Source is incorrect, incomplete or not in the format expected, End-User acknowledges responsibility to pay additional fees associated with work required to correct, complete or otherwise repair the data for processing. In the event a Data Source is upgraded, replaced or otherwise modified such that the CDR interface, account profile or databases must be substantially reconfigured, End-User acknowledges responsibility to pay fees associated with such additional work. However, if correction is not feasible due to missing or corrupt data or other condition rendering the CDR unusable, ISI shall not be obligated to perform any such additional work.

C. Facilitating suitable remote access for ISI to configure, maintain and troubleshoot any Device and on-site access, by mutual arrangement, in the event ISI must dispatch a technical representative for service or replacement.

D. Notifying the Local Exchange carrier, LD carrier, hosted VoIP provider, Centrex provider, Calling Card provider, or Cellular Phone carrier, or

other similar provider to supply ISI with a periodic CDR feed via a mutually agreed upon media and format, if Data Sources identified in the Quote include carrier feeds or off-premise hosted service providers.

E. Assigning at least one (1) person to be trained by ISI and serve as the authorized point of contact for technical assistance requests.

F. Providing information for ISI's configuration of Infotel@ Select services, including an inventory of trunk facilities, call rating specifications, initial extension/user/department information and periodic updates (as required) to reflect adds, moves, changes or deletions.

G. Using the Software and Device only as authorized in writing by ISI.

H. Returning any hardware Device to ISI, and uninstalling and discontinuing use of any software Device, within thirty (30) days after termination of this Agreement.

I. Ensuring compliance with this Agreement by Authorized Users.

5. ISI RESPONSIBILITIES - ISI shall be responsible for:

A. Providing a Device for applications in which CDR is to be collected from on-site telephone system equipment. However, if End-User is providing the necessary hardware or a Device is not required for the collection of CDR, ISI will not provide the Device to End-User. The parties agree that, if the Device is provided by ISI, the Device shall at all times remain the property of ISI.

B. Monitoring and management of CDR collection from Data Sources identified in the Quote via the Device, End-User-provided hardware, carrier feed or other applicable method.

C. Processing raw CDR into reportable call history based upon End-User specifications and current rate information.

D. Making report information available to End-User based upon the service level selected by End-User, as set forth in the Quote.

Any special reports, processing or programming services requested by End-User and performed by ISI beyond the scope described in the SOW shall be billed separately and shall be subject to the terms and conditions of this Agreement.

6. REPORT ACCURACY AND ACCEPTANCE - End-User shall notify ISI in writing within thirty (30) days after report generation of any errors or discrepancies. Failure of End-User to make such timely notice shall constitute complete performance on the part of ISI and waiver of any and all claims by End-User in connection with the subject report.

7. CONFIDENTIALITY - The parties acknowledge that each party (the "**Discloser**") may disclose to the other party (the "**Recipient**") certain information related to the Discloser's products, services, employees, customers, and business operations that is the confidential and proprietary information of Discloser (the "**Confidential Information**"). Confidential Information includes, but is not limited to, any information, technical data or know-how which relating to research, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, marketing, solutions proposals, pricing information or financial information of Discloser, which Confidential Information is designated in writing to be confidential or proprietary or which Recipient knows or should know under the circumstances to be confidential or proprietary. Without limiting the generality of the foregoing, (i) the data submitted by End-User or otherwise obtained by ISI for processing in connection with the services ("**End-User Content**") shall be deemed the Confidential Information of End-User, and (ii) the Software and Software Instructions (as defined below) shall be deemed the Confidential Information of ISI. Recipient has no obligation to maintain the confidentiality of Discloser's Confidential Information which was known to Recipient prior to receipt of such information, becomes publicly known through no fault of Recipient, is received by Recipient without obligation of confidentiality from a third party owing no obligation of confidentiality to Discloser, or is independently developed by Recipient without the use of any of Discloser's Confidential Information. Recipient shall maintain the confidential nature of Discloser's Confidential Information and shall not disclose or otherwise make available any of such information to any person other than those employees of Recipient having a need to know such information to perform Recipient's obligations hereunder. Recipient shall not use Discloser's Confidential Information for Recipient's own purpose or for any purpose except as necessary to perform its obligations hereunder. Recipient shall use the same standard of care that it uses in protecting its own confidential information to protect the secrecy of and avoid disclosure or use of Discloser's Confidential Information, but in no case less than reasonable care. Recipient shall notify the Discloser in writing of any misuse or misappropriation of Discloser's Confidential Information. In the event of the termination of this Agreement, or upon earlier request by Discloser, Recipient shall return to Discloser or destroy all copies of the Discloser's Confidential Information in its possession or control. Recipient shall notify any and all such employees of the obligations contained herein and shall be responsible for any breach of such obligations thereby. Each party acknowledges that any unauthorized disclosure or use of the Confidential Information would cause the other party imminent irreparable injury and that such party will be entitled to, in addition to any other remedies available at law or in equity, temporary, preliminary, and permanent injunctive relief in the event the other party does not fulfill its obligations under this Section.

8. PROPRIETARY RIGHTS; RESTRICTIONS

A. End-User acknowledges that (i) the software provided by ISI to End-User, or otherwise made accessible by ISI to End-User, hereunder (including, without limitation, the software Device and the software contained in the hardware Device, to the extent applicable) (collectively, the "**Software**"), and (ii) the Software user manuals and instructions in electronic or other form that describe the operation, use or technical specifications of the Software (collectively, "**Software Instructions**") provided by ISI to End-User, are owned by and proprietary to ISI (or its licensor), constitute Confidential Information, and are subject to copyright protection. End-User acknowledges that all right, title, and interest in the Software and Software Instructions is and shall remain in ISI (or its licensor), including all applicable rights to patents, copyrights, trademarks, trade secrets and other intellectual property inherent therein and appurtenant thereto (collectively, "**Proprietary Rights**"). ISI (or its licensor) shall have and retain all rights (including Proprietary Rights pertaining thereto) to all copies, partial copies, and derivative works of the Software, and all modifications, if any, which are made to the Software and, upon request or termination of this Agreement, End-User agrees to execute assignments and any other documents necessary to evidence ISI's (or its licensor's) rights thereto.

B. End-User agrees that it: (i) only has the right to use the Software and Software Instructions during the Term, and will stop using the Software and Software Instructions at the end of the Term; (ii) will not transfer the Software or Software Instructions or allow any aspect of the Software or Software Instructions to be disclosed to or accessed by a third party and will make its employees aware of this obligation; and (iii) will not copy or modify any part of the Software or Software Instructions or attempt to develop any source code from the Software. End-User shall not (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available for compensation the Software, or any features or functionality of the Software, to any third party for any reason, (b) use the Software or Software Instructions in violation of any law, regulation, or rule, or (c) use the Software or Software Instructions for purposes of competitive analysis of the Software, the development of a competing software product or service, or any other purpose that is to ISI's commercial disadvantage. ISI has the right (but not the obligation) to suspend access to the Software or remove any data or content transmitted via the Software, without liability arising for ISI, if ISI reasonably believes that the Software is being used in violation of this Agreement or applicable law or if requested by law enforcement or government agency. ISI may audit End-User's use of the Software to ensure End-User's compliance with this Agreement. ISI reserves all rights not specifically granted herein.

9. LIMITATION OF REMEDIES - IN NO EVENT WILL ISI OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO END-USER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SOFTWARE, DEVICE OR SERVICE; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS,

OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT ISI WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL ISI'S AND ITS AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' AND SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL FEES PAID TO ISI IN THE PRIOR TWELVE MONTHS PURSUANT TO THIS AGREEMENT FOR THE SERVICES.

10. **FORCE MAJEURE** - ISI's performance shall be adjusted or suspended to the extent ISI is prevented from complying with the terms of this Agreement due to circumstances beyond ISI's reasonable control, including, without limitation, the following: strikes, work stoppages, fire, water, flood, lightning, governmental actions, other acts of God or public enemy or delays of suppliers, subcontractors, power companies, local exchange companies or other carrier. ISI assumes no liability for any loss of data in its possession caused by an event of force majeure.

11. **LIMITED WARRANTIES AND DISCLAIMER** – ISI warrants to End-User, during the term of this Agreement, that: (i) the Software will perform in substantial conformity with the Software Instructions; and (ii) it will use its commercially reasonable efforts to ensure that (a) the Software will be free from harmful code including, but not limited to, spyware, malware, viruses, time bombs, and Trojan horses (“**Malware**”), and (b) no Malware is introduced or transmitted by it to End-User's computer system. For purposes hereof, Malware does not include Software code to enforce the Agreement. **EXCEPT AS OTHERWISE EXPRESSLY AND SPECIFICALLY PROVIDED IN THIS SECTION 11, (I) THE SOFTWARE, DEVICE, SOFTWARE INSTRUCTIONS, CONFIDENTIAL INFORMATION AND OTHER TECHNOLOGY OR MATERIALS PROVIDED BY ISI TO END USER ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS; AND (II) THIS AGREEMENT EXCLUDES AND ISI DISCLAIMS ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE SERVICES, THE SOFTWARE AND THE DEVICE (AND THE ACCURACY, OPERATION, FUNCTIONALITY, OR CAPABILITIES OF THE SERVICES, SOFTWARE, AND DEVICE) PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY EITHER PARTY, OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT). ISI DOES NOT WARRANT THAT THE SERVICES, THE SOFTWARE OR THE DEVICE WILL BE PROVIDED UNINTERRUPTED OR WITHOUT ERROR, OR THAT THE SOFTWARE IS FREE OF MALWARE. ISI MAKES NO WARRANTY WITH RESPECT TO THIRD-PARTY SOFTWARE, WHICH, IF PROVIDED, IS PROVIDED “AS-IS”.**

12. **TERMINATION** - If either party breaches this Agreement, the non-breaching party shall provide written notice of such breach and the receiving party of such notice shall be provided thirty (30) days after receipt of such notice to cure any such breach. If such party shall fail to cure any breach after the cure period, such party shall be in default of this Agreement and the non-breaching party may terminate this Agreement upon written notice. If End-User breaches this Agreement, ISI may, in addition to the foregoing, suspend its performance of all obligations under this Agreement until such breach is cured. All rights, privileges and remedies afforded ISI shall be deemed cumulative. Notwithstanding the foregoing, if End-User is delinquent on a payment of fees for fifteen (15) days or more, ISI may suspend access to the Services. ISI will delete the End-User Content and any other End-User data in the normal course of operation 90 days after the date of termination or expiration of this Agreement.

13. **PUBLICITY** - ISI shall be entitled to identify End-User as a customer of ISI. End-User hereby grants ISI a non-exclusive, non-transferable, worldwide, royalty-free license to use End-User's trademarks, service marks and trade names (“**Marks**”) in conjunction with the foregoing and in accordance with End-User's brand guidelines, if any, during the Term. Any other use of End-User's name or Marks in any advertising, promotional or sales literature, or in any other form of publicity, news release or other public announcements shall require End-User's prior written approval.

14. **MISCELLANEOUS** - This Agreement is not assignable by End-User without the prior written consent of ISI, which may be withheld in its sole discretion. Any attempt to assign any of the rights, duties or obligations under this Agreement without such consent will, at ISI's option, be deemed void and a material default. ISI shall have the right to freely assign this Agreement. ISI is an independent contractor and nothing in this Agreement will be deemed to make ISI an agent, employee, partner, or joint venturer of End-User. ISI reserves the right to subcontract any and all of the work to be performed by it under this Agreement without notice to End-User. The waiver by either party of any default hereunder will not operate as a waiver of any subsequent default. End-User will pay all of ISI's costs or expenses, including reasonable attorneys and collection fees, incurred in successfully enforcing or defending this Agreement. This Agreement supersedes all prior or contemporaneous agreements, understandings, proposals, communications and negotiations, both oral and written, and constitutes the entire agreement between ISI and End-User with respect to the services provided hereunder. Any representations, warranties or statements made by an employee, salesperson or agent of ISI and not expressly set forth in this Agreement are not binding upon ISI. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement or any remedy provided for herein shall be held invalid or unenforceable by any court of competent jurisdiction, the remaining provisions and remedies shall remain in full force and effect. This Agreement is deemed made and governed by the internal laws of the State of Illinois (without giving effect to its conflict of law rules). The sole jurisdiction and venue for any litigation or other dispute or settlement proceeding arising out of this Agreement shall be at an appropriate tribunal located in Chicago, Illinois. The United Nations Convention on Contracts for the International Sale of Goods (1980) and the Uniform Computer Information Transactions Act (UCITA) are hereby excluded in their entirety from application to this Agreement. Any modification of this Agreement must be in writing and executed by an authorized representative of the party against whom enforcement is sought. The parties may execute this Agreement (or any modification thereto) in any number of counterparts, each of which will be deemed an original. An executed counterpart delivered by facsimile or other electronic transmission shall be effective to bind the party delivering such counterpart. If more than one (1) party is named as End-User in this Agreement, the liability of each shall be joint and several. Any notice required or permitted to be given under this Agreement shall be in writing and shall be effective when delivered personally (by hand, by messenger or by overnight courier service) or three (3) days after mailing by first class, postage prepaid, certified or registered mail, return receipt requested, to the address of each party as set forth in the Quote. Any party hereto may change its address by giving notice in accordance with this paragraph stating its new address to the other party hereto. Commencing with the giving of such notice, such newly designated address shall be said party's address for purposes of all notices or other communications required or permitted to be given pursuant to this Agreement. Any notice of material breach will clearly define the breach including the specific contractual obligation that has been breached. This Agreement shall be binding upon and inure to the benefit of all parties and their respective heirs, personal representatives, successors and permitted assigns. The provisions of Sections 2, 7, 8, 9, 10, 11, 12, and 14 shall survive expiration or termination of this Agreement. End-User agrees to comply with all applicable laws, regulations, and ordinances relating to such party's performance under this Agreement.