



**ANNUAL SUPPORT AGREEMENT
For Interactive Intelligence (ININ) Products**

THIS ANNUAL SUPPORT AGREEMENT (“Support Agreement”) applies to Orders for Interactive Intelligence, Inc. (“ININ”) product support as identified in an Order between Customer and RTS. The terms and conditions of this Support Agreement are in addition to, and supplement the terms of, the Master Sales and Professional Services Agreement, or such other master agreement entered into between Customer and RTS (“Master Agreement”). Each capitalized term used herein and not otherwise defined will have the same meaning attributed to it in the Master Agreement.

1. SCOPE OF SERVICES. In return for the payment of fees specified in the Order, RTS will provide the hardware maintenance or software support services (the “Services”) for the Interactive Intelligence, Inc. (“ININ”) products set forth in the Order (“Supported Products”) and in accordance with this Support Agreement. Orders are subject to acceptance by RTS. Terms and conditions contained in Customer purchase orders or other Customer documents will have no effect. In the event of a conflict between this Support Agreement and the Master Agreement, the terms of the Support Agreement will control.

2. TERM. This Support Agreement will be effective from the date first written above and will continue in effect for a period of one (1) year from the date RTS notifies Customer that the Supported Products are installed according to manufacturer specifications (“Initial Term”). This Support Agreement will automatically renew for additional one (1) year periods unless Customer provides RTS written notice of non-renewal at least sixty (60) days prior to the expiration of the Initial Term or any renewal term.

3. FEES AND INVOICING. RTS will invoice Customer the fees for the Services annually in advance unless another payment option is specified in the Order. Customer will pay the fees for the Services in the amount specified in the Order, within thirty (30) days from the invoice date.

4. CUSTOMER RESPONSIBILITIES. In addition to the responsibilities set forth herein, Customer will be responsible for the following:

4.1 Cooperation. Customer will cooperate with RTS as reasonably necessary for RTS’ performance of its obligations, including without limitation, providing RTS with (i) full, free and safe access to its facilities and a suitable working environment including local telephone access; (ii) system passwords and equipment access control features; (iii) login IDs, telephone numbers, and security procedures necessary for RTS to dial in and access the Supported Product(s) network addresses and passwords necessary for remote access; (iv) any necessary network documentation requested by RTS; and (v) interface information for Supported Products and necessary third party consents and licenses to access them. All items will be provided by Customer at Customer’s expense.

4.2 Customer Contact. Customer will designate a single point of contact and one back-up contact (“Customer Contacts”) as liaisons with RTS Help Desk. Customer Contacts will have working knowledge of the system(s).

4.3 Vendor Management. Where RTS is to instruct or request products or services on Customer’s behalf from third party vendors under Customer’s supply contracts with such third party vendors (“Vendor Management”), Customer will provide to RTS upon request a letter of agency or similar document in form reasonably satisfactory to RTS, permitting RTS to perform the Vendor Management. Where the third party vendor’s consent is required for RTS to be able to perform Vendor Management in a timely manner, Customer will obtain the written consent of the vendor and provide RTS with a copy of the consent upon request.

4.4 Third Party Hosting. In the event one or more Supported Products are associated with systems owned, managed, and/or hosted by a third party service provider (“Host”), Customer will (i) notify RTS of the Host prior to commencement of the Services; (ii) obtain the Host’s advance written consent for RTS to perform the Services on the Host’s computer systems and provide RTS with a copy of the consent upon request; and (iii) facilitate necessary communications between RTS and the Host in connection with the Services.

4.5 Access to Personal Data. Where Customer instructs RTS to (i) access any employee, customer or other individual’s personal data contained in any Supported Product or system, or (ii) provide Customer or a third party identified by Customer with access, Customer will indemnify RTS and its officers, directors,

employees, subcontractors and affiliates against, and hold each of them harmless from, any and all liabilities, costs, damages, judgments and expenses (including reasonable attorney’s fees and costs) arising out of RTS accessing or providing access in accordance with Customer’s instructions.

4.6 Dedicated Access. Customer must install or arrange for the installation of a dedicated remote access methodology for systems/devices that support remote access no later than the delivery date of the installed systems/devices or prior to the commencement of the Services in all other situations. Remote access is made possible with the Secure Access Link (SAL) Software Gateway, a traditional phone line for modem-equipped products, or through an RTS-approved VPN access solution. The line number or IP address must be provided to RTS as soon as it is available. This modem line or VPN must remain available and dedicated to provide remote access on a 24x7 basis or there may be degradation to the service and support Customer receives from RTS. **IF 24X7 REMOTE ACCESS IS NOT GRANTED, RTS MAY NOT BE ABLE TO PROVIDE SERVICES AND RTS MAY CHARGE ADDITIONAL PER-INCIDENT MAINTENANCE RATES IF THERE IS ADDITIONAL COST TO RTS IN PROVIDING THE SERVICES.**

4.7 Software Licenses. Where Services include provision of patches, updates or feature upgrades for Supported Products (“Software”), they will be provided subject to the license grant and restrictions contained in the original agreement under which Customer licensed the original software from ININ. Software may include components provided by third party suppliers that are subject to their own end user license agreements. Customer may install and use these components in accordance with the terms and conditions of the “shrinkwrap” or “clickwrap” end user license agreement accompanying them.

5. WARRANTIES.

5.1 RTS and Customer Warranties. RTS warrants to Customer that the Services will be carried out in a professional and workmanlike manner by qualified personnel. Customer represents and warrants that, during the term of the applicable Order, (i) Customer is either the owner of, or is authorized to access and use, the Supported Products; and (ii) RTS and its subcontractors are authorized to do the same to the extent necessary to provide the Services in a timely manner.

5.2 Third Party Warranties. The Services may require RTS to access devices or software that is not manufactured by ININ. Some manufacturer’s warranties may become void if RTS or anyone else other than the manufacturer services these devices or software. It is Customer’s responsibility to ensure that RTS’ performance of the Services will not affect such warranties or, if it does, that the effect will be acceptable to Customer. **RTS IS NOT RESPONSIBLE FOR THIRD PARTY WARRANTIES OR FOR ANY EFFECT THAT THE SERVICES MAY HAVE ON THOSE WARRANTIES.**

6. LEVEL 1 TECHNICAL SUPPORT. RTS will provide first contact technical support (“Level 1 Technical Support”) for the Supported Products as follows: If Customer experiences a problem with the Supported Products, Customer can report/log a request via telephone number by the following methods:

Email:	convergedservices@rts.com
Phone:	(866) 999-4787
Web:	http://alert.rts.com

RTS may require that only RTS-authorized Customer Contacts are able to initiate requests, access the support website or check on problem status and may limit the number of authorized Customer Contacts.

6.1 Troubleshooting. RTS will:

- Commence remedial service activities, including patches, bug fixes, and provide product documentation, based upon availability through ININ
- Troubleshoot, analyze and resolve problems with Supported Products via telephone or remote dial-in connection
- Isolate or determine the source of reproducible problems or anomalies that are the result of installation or configuration errors, as long as the configuration errors are specific to an unaltered ININ software product

6.2 Access to RTS Support – RTS Help Desk support will be available to Customer during Normal Business Hours. Help desk support includes:

- Answering general usability or product-specific questions, such as non-programming issues and general information around the functionality of a product. This general support does not include consultation on appropriate methods and procedures for Customer's environment, nor does it include custom programming.
- Directing Customer to sections of the documentation that may answer a question, clarifying the documentation, or recommending possible training courses
- Working with Customer's trained individuals to enhance understanding of the use and features of Supported Products

6.3 Additional RTS Responsibilities. RTS will provide training to Customer on the administrator to enable Customer to perform normal day-to-day administration. RTS will apply updates and Enhancements to the Customer's supported system to the newest Dialogic PTR release and hot fixes that affect system stability and performance. RTS will either provide a solution remotely or dispatch a technician to accommodate hardware break/fix, application, third party software, data networking, or telephony networking needs. RTS will provide as part of Level 1 Technical Support:

- Assist Customer with administering IC with the Interaction Administrator, including adding/modifying users, adding/modifying lines, and configuration requirements for the base system, fax and reports
- Includes communication to the Central Office (line provider) and/or existing PBX vendor to insure proper communication from IC and external components
- Determining if there is a slow communication pipe, invalid address, invalid rights or other communications errors over the network
- Installation of any 3rd party software packages required for the IC server
- Provide software updates and submit software Enhancement requests or Defects into the ININ tracker system
- Determine broken component(s) and dispatch Service Engineers for hardware problems based on warranty period
- Determine customization area and dispatch appropriate partner based on warranty period

6.4 Service Level Objectives.

RTS will provide the following service levels for Level 1 Technical Support:

- Severity 1 (System Down) guaranteed response time of 1 hour
- Severity 2 (Severe Production Issue) guaranteed response time of 4 hours
- Severity 3 (Modest Impact) and Severity 4 (System Inquiry) guaranteed response time of 24 hours
- Guaranteed 1-hour response time for hardware issues with a 24 hour swap out guarantee for hardware failures

7. OTHER TECHNICAL SUPPORT.

7.1 Emergency Support Calls. Emergency coverage is available 24 hours a day, 7 days a week, including holidays. Support and maintenance provided after staffed support hours are for Emergency Support issues. Emergency Support is defined as:

- The primary IC server is not running, or is providing no dial tone
- Any site running on the backup IC server for any reason other than scheduled maintenance
- A site is unable to perform its core mission
- Any Pre-Production Verification checklist submitted seven (7) days in advance of updates being performed that may require support assistance will be handled with "Emergency" level response

7.2 Hardware Support. Servers that are part of the ININ solution and identified in the Order, will be supported as part of this Agreement through the manufacturer and/or third party service provider. Customer will call RTS in case of trouble, and RTS will handle the triage and engage the appropriate service provider on Customer's behalf.

7.3 Support for Other Products. RTS will not provide support of other products which may be used in conjunction with ININ products, unless otherwise agreed to by RTS in writing. Where a problem is related to ININ products or their interaction with relevant systems, RTS will work with ININ to resolve the issue. For issues related to products or systems outside the ININ products, Customer will contact the appropriate support organization.

7.4 On-site Visits. In extraordinary situations, RTS may deem it appropriate to send someone on site to assist Customer in resolving problems. Site visits take place only after RTS has tried to resolve the problem via more traditional methods and can only occur after (i) RTS has received the necessary information to troubleshoot remotely, including logs with matching call IDs, or other necessary information specific to the configuration of the site that will assist in resolving the problem; and (ii) RTS has logged onto the system remotely where applicable to try to troubleshoot. All on-site visits are billable, including all travel expenses as well as the daily rate for the Engineer. Where possible, scheduling a Professional Services engineer in advance will be preferable. If the problem is caused by a fault in ININ software, RTS reserves the right to determine whether the on-site visit is billable.

8. SERVICE LEVELS AND NOTIFICATION PROCEDURES.

8.1 The Service Level for Emergency issues is:

- Average Phone Response available in 5 minutes
- Average Outage Duration from time of contact with RTS less than 15 minutes for software related Incidents
- Average Root Cause Analysis determined in less than 2 weeks
- Fix or work-around available in 24 hours after determination of root cause or daily updates will be provided until Resolution
- Resolution is usually in the form of patch for system critical errors or the next Service Update

Support Escalation Procedure. Support Engineer will report outage specifics to the entire RTS technical support team immediately. Resources will be used as needed at the discretion of the Support Engineer and Support Management.

- 2 Hour => Notification to Incident owner if Incident is not updated
- 4 Hour => Notification to the Incident owner, Support Management, and Senior Director of Support
- 1 Day => Notification to Incident owner, Support Management, Support Engineers, and Senior Director of Support
- 2 Days => Notification to Incident owner, Support Management, Senior Support Engineers, Senior Director of Support, and CEO

8.2 High Severity Problem. Severe impact on the application. The Customer is able to run the system, but the Incident being reported severely impacts the "usability" of the system. All High Severity issues will be given a high priority. The Service Level for High Severity issues is:

- Average Phone Response available within 2 hours
- Average Root Cause Analysis determined in less than 3 weeks
- Fix or work-around available in 72 hours after determination of root cause or as soon as is reasonably possible but no later than next regular Service Update or as patch in extreme cases

Support Escalation Procedure. Support Engineer will log interaction and begin collecting detail. Resources will be used as needed and at the discretion of the Support Engineer.

- 2 Days => Notification to Incident owner and Senior Support Engineers
- 4 Days => Notification to the Incident owner, Senior Support Engineers, and Support Management
- 6 Days => Notification to Incident owner, ININ Support, Support Management, and Senior Director of Development

8.3 Medium and Low Severity Incidents. Modest impact on the application. The Customer's reported issue is a cause for concern, however the application is largely functional. Impedes the use of nonessential functions or is a cosmetic-related problem or documentation error. All Medium Severity issues will be addressed in a First In-First Out (FIFO) fashion. The Service Level for Medium Severity issues is:

- Average Phone Response available within 8 hours
- Fix or work-around available in next or future Service Update or Release as appropriate

Support Escalation Procedures – Medium Severity. Support Engineer will log interaction and begin collecting detail. Resources will be used as needed and at the discretion of the Support Engineer.

- 4 Days => Notification to Incident owner, Senior Support Engineers, Support Management
- 10 Days => Notification to the Incident owner, Senior Support Engineers, Support Management, and Senior Director of Development

8.4 Inquiry. The Customer's reported Incident is actually a general question or "how to" question. All Low Severity issues will also be addressed in a FIFO fashion. The Service Level for Low Severity issues is:

- Average Phone Response available within 2 days
- Fix or work-around in the next or future Release, if at all

Support Escalation Procedures – Low Severity. Support Engineer will log interaction and begin collecting detail. Resources will be used as needed and at the discretion of the Support Engineer.

- 4 Days => Notification to Incident owner, Support Engineers, Support Management
- 10 Days => Notification to the Incident owner, Senior Support Engineers, Support Management, and Senior Director of Development

9. CHANGE CONTROL PROCESS.

9.1 Change Requests. Calls for application changes, feature changes, or other system modifications will be accepted during Normal Business Hours. Support requested for these types of changes at any other time will be billable. Customer will request and complete a Pre-Production Verification checklist via the RTS Help Desk. All issues outside of Normal Business Hours should be submitted via email, voice mail, web or fax. A response will be returned during the next business day. Customer will be charged for non-emergency issues that are communicated to the Help Desk during non-business hours.

9.2 Change Log. While minor changes do not need to be documented (such as adding new users), any larger changes must be planned for and documented. A logbook should be kept of any action taken on the Interaction Center (IC) server. Any action includes any reboots, or any other basic activity performed on that server. The logbook should contain who performed the activity, the activity itself, the business impact if any of that activity, and the date and time. RTS and/or ININ will document any changes they make to the system and make that documentation available to the Customer Contact.

9.3 Pre-Approvals. As new products or product versions are released, RTS reserves the right to pre-approve all implementations and migrations. If RTS deems that pre-approval is required, Customer must get prior approval for the implementation/migration to be eligible for support. Customers with pre-approved status will receive support for their implementations or migrations. No changes should be made to any servers utilized in the IC system without prior approval by RTS or ININ. These include any changes to the email server, the database server, or the IC server itself. The changes should be documented and should include a back out plan. Changes that must be approved in advance include:

- Changes to the server name and/or address
- Any changes to the database or db server
- Loading of any software whatsoever on them
- Making any hardware changes to them
- Making any changes to service from the telco provider
- If a server reboot is required (includes email, database and IC servers)
- Any changes to any peripheral device that can affect the system (i.e., changes to switches that interact with the system)
- Any permissions changes
- Changes to MSMQ

9.4 Additional Change Requirements. RTS will write and test all the handlers in advance. No changes should be made to any of the system handlers by anyone who is not fully certified on IC. In no event should any changes to existing handlers or new handlers be introduced to the system without prior review and approval by RTS. Any hardware or software changes to any servers utilized in the IC system must be done by IC fully certified technicians. Any changes to network infrastructure that could impact performance of the IC, email, and database servers should be approved in advance by RTS. Any system changes should be made after Normal Business Hours, or in the case of a 24x7 operation, during

slower volume periods, except for an emergency situation requiring immediate triage.

10. TECHNICAL SUPPORT POLICIES AND CONDITIONS. Corrections to certain programs may only be available through a future version of the Supported Software or through a documentation update. The Services, including the Service Levels, may be adversely impacted until such time as the manufacturer makes available the applicable corrections for the affected Supported Software, and such corrections are implemented by Customer. Support is limited to unaltered versions of the Supported Products being operated in standard configurations and in accordance with the specifications supported by RTS.

10.1 Standard Operating Environment. Support is limited to Supported Products being operated in a "Standard Operating Environment" where the covered applications, databases and operating systems have been tested and certified by ININ. In the event support is requested for Supported Products that are not being run in a Standard Operating Environment, and RTS requests that it be put in a Standard Operating Environment in order to reproduce and diagnose the problem, RTS will not be responsible for the delays caused by such reconfiguration, and Customer may be responsible for performing such reconfiguration. In the event that no trouble is found after putting the Supported Products into a Standard Operating Environment, Customer may be charged RTS' time and materials rates for RTS' efforts to troubleshoot the problem.

10.2 Software Versions. When a new product is released, ININ numbers that release, beginning with 1.0. Major releases typically increment numerically, such as 1.1, 1.2, and so on. Bug fixes are incorporated into Software Releases, which typically have an alphabetical reference, such as SR-A. These SR's will come after a major release and are scheduled for between 8 and 12 weeks. They will include Defects and incorporate 'hot fixes' available at that point in time as well as possible Enhancements and/or added features.

10.3 Supported Software Versions. ININ will offer Level II Technical Support for ININ Software for a period of three (3) years following the last shipment date of a particular Version, provided that Level II Technical Support will be provided only in connection with the Version that incorporates the last two (2) Service Releases. A "Version" is designated by a number followed by a decimal followed by another number such as 2.2, 2.3 and the like. A "Service Release" is a release of code incorporating more than one (1) item of corrective code. Corrective code may not be compatible with Versions other than the most current Version of the ININ Software. ININ will provide ready access to all upgrades (SR-A and SR-B) for Customers within 1 week of the release. Access will be available via the support web site. ININ will provide ready access to all major product releases (2.1 and 2.2) to the Customers within 1 month of the release. Access will be available on CD sent by ININ Product Distribution team.

10.4 Software End of Support Cycle. Support for any version major release of IC consists of three elements:

10.4.1 Hot Fixes/Service Releases/Service Updates. Updates to ININ Generally Available (GA) software in versions 2.3.1 and prior were referred to Services Releases (SR-A, SR-B, etc). For versions 2.4 and beyond the term is now Service Update (SU). Both are a cumulative set of updates that are built, tested and released together.

10.4.2 Existing Support Incidents. Customer may have existing Incidents open at the time a version has reached its end of support cycle. RTS will continue to work towards Resolution of these existing Incidents for a limited period of time after support has been discontinued. This period of time will be limited to a period of time not to exceed 1 month. This should allow RTS to resolve any outstanding issues for these versions.

10.4.3 Knowledge Source Articles. Knowledge Source articles may continue after support for a product has been discontinued.

11. DEFECT AND ENHANCEMENT REPORTING PROCEDURES.

11.1 Defects. When a Support Engineer or Developer determines that a reported issue is a product Defect, a new report is added in the internal defect tracking system. The Defect is given an SCR (Software Change Request) number which is assigned to the appropriate Developer. All product or documentation Enhancements or Defects discovered by the technical field personnel or sales organization are also reported in the internal defect tracking system. Any problems discovered by Customers should also be reported. The Engineer will give Customer the SCR ID Number for tracking purposes.

11.2 **Enhancements.** Enhancement requests can be submitted by selecting the "What's New" option from the ININ main support web page, or via the support web site using the following link:

<http://www.inin.com/support/kbsubmit/enhancesubmit.asp>

11.3 **Notification.** Customers will receive confirmation via e-mail within 1 week of receipt of the electronic Defect or Enhancement. This confirmation will be through e-mail and will include the SCR ID and any status information. If this is a duplicate SCR, that should also be noted. Customers should always check the ININ web site and knowledgebase for information regarding known Defects.

12. HOT FIXES FOR KNOWN DEFECTS. If Development has acknowledged that a Defect has been discovered, the Defect will be logged in the ININ Defect Tracking system using a unique Software Change Request (SCR) number. Under normal circumstances, non-emergency SCR's would be scheduled for a future code release. If it is determined that the Defect is a candidate for a 'hot fix' due to the critical nature of the Defect and its adverse affects on Customer's installation, the request for a 'hot fix' will be submitted to ININ. Customer will apply all Generally Available (GA) Service Releases and individual hot fixes (if the hot fix applies directly to a component or module currently installed and in use) within Customer's normal operational and business constraints. Hot fixes will be available for the most current SR.

13. END OF SUPPORT. Periodically, the manufacturer may declare "end of life," "end of service," "end of support," "manufacture discontinue" or similar designation ("End of Support") for certain Supported Products. RTS may discontinue or limit the scope of services for Supported Products that the manufacturer has declared End of Support effective as of the effective date of the manufacturer's End of Support notice. Unless otherwise specified by RTS how End of Support products will be treated, RTS will continue to provide the same level of support described in this document for End of Support products, with the following exceptions:

- Tier IV R&D product developer support and going-forward maintenance upgrades, such as Product Correction Notices (PCNs), "bug fixes," interoperability/usability solutions, are no longer provided
- Certain faults or functionality issues may not be resolvable without upgrading the system to a version currently supported by the manufacturer; Customer will be responsible for the costs associated with any upgrades
- Replacement parts, products or components may become increasingly scarce or require replacement with substitute parts
- Customer may experience delays in response or repair intervals

14. SERVICE EXCLUSIONS. Support does not include the following:

- Installation, professional services or other service charges
- Any provisioning of the software
- Any equipment costs
- Hardware changes required to comply with minimum vintage requirement
- Project management costs
- Upgrades to any and all different or adjunct software applications
- New or additional feature functionality, capabilities or capacity beyond the scope of the original license grant
- Migrating the software application to a new or different hardware platform
- Parts replacement
- Support of customized system features of custom applications

- Configuration changes or reports
- The provisioning or installation of software upgrades or reprogramming to add additional capabilities or functionality to the ININ software
- Services and all troubleshooting support not directly attributable to a fault in unaltered versions of the ININ Software (including faults in the Customer's network or the public network)
- Any customization of, or labor to install, software application(s) on applicable hardware
- Media replacement for damages or malfunctions caused by (1) actions of non-RTS personnel or the attachment of products not supported by RTS; (2) failure to follow manufacturer's installation, operation, or maintenance instructions; (3) failure of products not serviced under the agreement; (4) abuse, misuse, or negligent acts of non-RTS personnel; (5) repair to products if Customer or a party authorized by Customer modified the product in any manner
- Support for any products other than the Supported Products

RTS or its agents may not be able to provide services and will not be liable for such failure if:

- Supported Products are not used in accordance with the software license agreement and/or documentation under which the software was supplied to Customer
- Supported Products have been altered or modified by Customer or a third party
- Customer makes significant changes to the hardware and/or software in Customer's operating environment that are not supported by or compatible with the Supported Products
- Customer fails to provide RTS with remote access as set forth herein

15. TERMINATION. Either party may terminate this Support Agreement by written notice to the other party effective immediately upon receipt if the other party fails to cure any material breach of this Support Agreement, the applicable Order, or the Master Agreement, within a thirty (30) day period after having received a written notice from the non-breaching party detailing the breach and requesting the breach be cured.

16. DEFINITIONS.

"Defect" means a reported issue, which is an actual software or documentation error (either in logic or form) within the product.

"Enhancement" means a reported issue, which is actually a request for a new feature or new functionality to be added to the product.

"Incident" means anything that Customer needs assistance with requiring Customer interaction with the RTS Help Desk.

"Normal Business Hours" means the hours from 7:00 a.m. to 9:00 p.m. EST Monday through Friday, excluding holidays.

"Resolution" means the documented closure of a reported Incident.

"Senior Engineer" provides third level support and will look to Senior Support Engineers for assistance as needed.

"Support Engineer" provides second level support.

"Supported Products" are (i) Supported Software; and (ii) hardware and communication equipment associated with the ININ software; each of which are identified in the Order.

"Supported Software" means ININ software and other software ININ makes available for license to Customer.