

INTERACTIVE LICENSE AGREEMENT (Indirect)

This INTERACTIVE LICENSE AGREEMENT ("Agreement") is entered into by and between Interactive Intelligence, Inc., an Indiana corporation having its principal office located at 7601 Interactive Way, Indianapolis, IN 46278 and the entity identified in Exhibit A hereto ("Customer") having its principal office located at the address identified in Exhibit A.

ARTICLE 1. FORM OF AGREEMENT

1.1 Consideration and Acceptance. Customer acknowledges receipt of a copy of this Agreement prior to purchasing a license to the Interactive Software (as defined herein) from the Maxis360, the company identified as Elite Partner in Exhibit A hereto, and agrees that receipt of the Interactive Software constitutes full and sufficient consideration for, and acceptance by Customer of, all of the terms and conditions of this Agreement.

1.2 Independent Contractors. The use of the term "Elite Partner" does not mean that Interactive and Elite Partner are partners in the legal meaning of that term. Interactive and Elite Partner are independent contractors and are not partners, joint venturers, agents, franchisor or franchisee, or legal representatives of each other. Neither Interactive nor Elite Partner has the power to bind the other and Interactive hereby disclaims all responsibility or liability for any contracts entered into by Elite Partner, representations made by Elite Partner, or any other acts performed, or failures to act, by Elite Partner. Customer agrees that any claims other than with respect to Interactive's warranty and indemnification obligations as expressly contemplated in this Agreement will be made solely against Elite Partner and not against Interactive.

ARTICLE 2. LICENSE

2.1 Software License. Subject to the terms of this Agreement including any limitations contained in Exhibit A and subject to Customer's payment to Elite Partner of all license fees for the Interactive Software, Interactive grants to Customer the non-exclusive, non-sublicensable, perpetual licenses identified on Exhibit A to use the executable code version of the Interactive software identified on Exhibit A and related documentation ("Interactive Software") at the physical address identified in Exhibit A ("Designated Location"). Customer will not transfer the Interactive Software from the Designated Location to another location without Interactive's prior authorization which authorization will not be unreasonably withheld or delayed. If software provided by a third party is identified on Exhibit A, either (i) subject to the terms of this Agreement including any limitations contained in Exhibit A, Interactive grants to Customer a non-exclusive perpetual license to use such third party software and related documentation ("Third Party Software") or (ii) a license to use such Third Party Software is granted directly from the third party to Customer pursuant to a separate agreement ("Third Party License") in which event the terms and conditions governing the use of the Third Party Software will be the terms of the Third Party License and not this Agreement. The sublicense for certain Third Party Software sublicensed hereunder may be subject to certain addenda ("Third Party Addenda"). Interactive is not authorized to negotiate changes of any kind to any Third Party License or Third Party Addenda. The Interactive Software and the sublicensed Third Party Software are referred to herein collectively as "Software." Customer acknowledges and agrees that the Software is provided as a license and not a sale and Customer receives no rights other than those specifically granted to Customer herein. For clarity, fees for the licenses to the Interactive Software listed in Exhibit A attached or any subsequent Exhibit A shall be paid by Customer to Elite Partner, and not Interactive. However, Interactive agrees that for a period of thirty six (36) months following execution of this Agreement, Interactive will not increase the license fees it charges Elite Partner for the Interactive Software purchased by Customer during such time period.

2.2 Affiliates; Additional Orders. Customer may permit its Affiliates to use the Software subject to the terms and conditions of this Agreement provided that Customer will be responsible for its Affiliates' compliance with this Agreement. "Affiliates" means entities that are at least fifty percent (50%) owned and actually controlled by Customer. Any additional orders placed by Customer and accepted by Interactive for Software will be designated in a supplemental Exhibit A and will be governed by the terms and conditions of this Agreement.

2.3 Restrictions on Use. Customer shall not, and shall not permit others to: (i) transfer to any other person or entity any of its rights to use the Interactive Software; (ii) sell, rent, sublicense or lease the Interactive Software; (iii) create any derivative works, functionally equivalent works, or

translations based upon the Interactive Software; (iv) copy any feature, design or graphic in, or disassemble, reverse engineer or decompile the Interactive Software; (v) access or use the Interactive Software in order to compete with Interactive or to assist someone else to compete with Interactive; or (vi) use the Interactive Software for any purposes in any manner directly or indirectly in violation of any law, regulation, mandate or court order or in the aid of any unlawful act or undertaking.

2.4 Interactive will maintain a source code escrow for the Interactive Software pursuant to the source code escrow agreement between Interactive and Iron Mountain Intellectual Property Management, Inc., or a replacement escrow agreement ("Escrow Agreement") providing substantially the same or greater benefit to Customer. Customer may at its option and upon payment of the applicable escrow fees, be a beneficiary of such Escrow Agreement. In the event that source code is released to Customer, Customer is deemed to have been granted a license to use, and will use, the source code solely to support Customer's use of the Interactive Software provided to Customer. The Escrow Agreement will provide for release of the escrow to Customer in the event of any of the following circumstances, uncorrected for more than thirty (30) days:

- 2.4.1** Interactive's entry of an order for relief under Title 11 of the United States Bankruptcy Code;
- 2.4.2** the making by Interactive of a general assignment for the benefit of creditors;
- 2.4.3** the appointment of a general receiver or trustee in bankruptcy of Interactive's business or property; or
- 2.4.4** action by Interactive under any state or federal insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

ARTICLE 3. SUPPORT AND REGISTRATION

3.1 Software Versions. Interactive will make corrective code for the Interactive Software available for a period of three (3) years following the last shipment date of a particular Version ("Version Support Period"); provided that corrective code will be available only in connection with the Version that incorporates the last Service Update. 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 Update is a minor release of code that corrects one or more existing features of the software. Corrective code may not be compatible with Versions other than the most current Version of the Interactive Software and may not be compatible with modified or customized Interactive Software.

3.2 Annual Support Plan. During the Version Support Period, Interactive will offer certain maintenance and support services for the Interactive Software based on Annual Support Plan levels as determined by Interactive from time to time. Customer will purchase an Annual Support Plan concurrent with each purchase of Interactive Software licenses, the terms and conditions of which will be governed by a separate maintenance and support agreement between Elite Partner and Customer.

3.3 Annual Registration. So that Interactive can determine that all corrective code has been installed by Customer, to facilitate support services and to prevent unauthorized use, Customer must register the Interactive Software by visiting www.inin.com/licensemanagement within the ninety (90) day preceding each anniversary of the Effective Date. Customer will receive automated reminders in advance of the registration deadline.

ARTICLE 4. WARRANTIES

4.1 Interactive Software Warranty. Subject to the exceptions provided in Section 4.4 (Warranty Exceptions), beginning on the date that Customer's initial license keys for the Interactive Software are downloaded, Interactive warrants to Customer that the Interactive Software will substantially conform to the Interactive Software user documentation for a period of one (1) year (the "Warranty Period"). Customer acknowledges that the Interactive Software functions solely as a conduit for transmission and storage of data.

Interactive is not responsible for and will have no liability for the content, accuracy, completeness, timeliness, security, integrity, utility, or applicability of the data stored or transmitted using the Interactive Software.

4.2 Warranty Remedy. If Customer becomes aware of a warranty breach during the Warranty Period, Customer will notify Interactive in writing and Interactive will, at its option, (i) use commercially reasonable best efforts to fix or replace the non-conforming Interactive Software, or (ii) provide a refund to Customer for the non-conforming Interactive Software. If during the Warranty Period Interactive does not replace or fix the non-conforming Interactive Software within forty-five (45) days after Customer gives Interactive written notice of breach of the Warranty, Customer may terminate its license to the non-conforming Interactive Software upon written notice to Interactive. Customer will immediately thereafter return to Interactive or destroy all copies of the non-conforming Interactive Software in Customer's possession or control and Interactive will refund to Customer the license fees actually paid by Customer to Interactive for the non-conforming Interactive Software within thirty (30) days after receipt of an affidavit signed by an officer, owner or managing partner of Customer confirming that these actions have been completed. The foregoing is Customer's sole and exclusive remedy for any breach of the warranty.

4.3 Third Party Warranties. To the extent applicable and permitted, Interactive will pass through to Customer warranties made to Interactive by Equipment suppliers and Third Party Software licensors with respect to Equipment and sublicensed Third Party Software ("Third Party Warranties") or, if warranty pass-through is not permitted, Interactive will make warranty claims on Customer's behalf. Interactive makes no guarantees with respect to performance of warranty obligations by Equipment suppliers or Third Party Software licensors and in no event will Interactive be liable therefore.

4.4 Warranty Exceptions. Interactive will have no warranty obligations to the extent that the warranty breach arises from any of the following: (i) use of the Interactive Software contrary to the terms of this Agreement or the Interactive Software documentation provided to Customer by Interactive; (ii) use of the Interactive Software in combination with any equipment or third party software not certified by Interactive for use in combination with the Interactive Software; (iii) use of the Interactive Software with third party services, processes or materials alone or in combination with the Interactive Software; (iv) accidental damage or other events beyond Interactive's reasonable control; (v) failure to install and use updates, corrective code or modifications for the Interactive Software that Interactive makes available free of additional charge to customers that have paid for a current Annual Support Plan; (vi) any customization, modification or configuration of the Interactive Software other than by Interactive regardless of whether the customization, modification or configuration was executed using Interactive tools, methods documented by Interactive, or training provided by Interactive or Interactive contractors or agents; or (vii) Interactive's compliance with Customer's request or instructions or use of materials provided by Customer.

4.5 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN A SEPARATE WRITTEN AGREEMENT, INTERACTIVE AND ITS LICENSORS DISCLAIM ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE SOFTWARE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS OR OTHERWISE (INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT). BY WAY OF EXAMPLE AND NOT IN LIMITATION, NEITHER INTERACTIVE NOR ITS LICENSORS WARRANTS THAT: (i) USE OF THE SOFTWARE OR ANY PART THEREOF WILL BE UNINTERRUPTED OR ERROR FREE; (ii) ALL DEFECTS IN THE SOFTWARE WILL BE CORRECTED; OR (iii) THE SOFTWARE WILL OPERATE IN THE COMBINATIONS THAT MAY BE SELECTED BY CUSTOMER. TO THE EXTENT THAT INTERACTIVE OR ITS LICENSORS CANNOT DISCLAIM A WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

4.6 LIMITATION OF LIABILITY. IN NO EVENT WILL INTERACTIVE OR ITS LICENSORS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER (INCLUDING

WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR GOOD WILL, WORK STOPPAGE, LOSS OF INFORMATION OR DATA, LOSS OF REVENUE OR PROFIT, COMPUTER FAILURE, AND TELECOMMUNICATIONS CHARGES FROM UNAUTHORIZED ACCESS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SOFTWARE, REGARDLESS OF THE LEGAL THEORY ASSERTED, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE AGGREGATE AND TOTAL LIABILITY OF INTERACTIVE AND ITS LICENSORS FOR ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE SOFTWARE THAT CAUSED THE DAMAGES.

ARTICLE 5. INTERACTIVE INDEMNIFICATION

5.1 Interactive Indemnification. Provided that Customer is in material compliance with the terms of this Agreement, then, subject to the exceptions provided in Section 5.2 (Indemnity Exclusions), Interactive will defend Customer at Interactive's expense, indemnify Customer against any judgments finally awarded by a court, and pay any settlements approved by Interactive, with respect to any claims by a third party that the original, unaltered, unmodified, uncustomized, unconfigured, Interactive Software, standing alone, infringes or misappropriates any valid and enforceable U.S. patents, copyright registrations, federal trade dress registrations and federal trademark registrations of such third party. Interactive may at any time and at its option and expense: (i) procure the right of Customer to continue to use Interactive Software that may infringe a third party's rights; (ii) modify the Interactive Software so as to avoid infringement; or (iii) require Customer to return the Interactive Software and refund Customer the fee actually paid by Customer for the Interactive Software less depreciation based on a five (5) year straight-line depreciation schedule. The foregoing will be Customer's sole remedy for any claims of infringement.

5.2 Indemnity Exclusions. In no event will Interactive have any defense or indemnification obligations to the extent any claim arises from: (i) use of the Interactive Software in combination with any equipment, software, services, processes, data or materials not certified by Interactive for use in combination with the Interactive Software; (ii) Customer's material non-compliance with this Agreement or Interactive Software documentation; (iii) use of the Interactive Software with third party software, services, equipment, processes, data or materials alone or in combination with the Interactive Software; (iv) Customer's failure to install and use the latest version of or any modifications to the Interactive Software including any modifications provided by Interactive pursuant to Section 5.1(ii); (v) the development or use of any alteration, configuration, derivation, modification, or customization of the Interactive Software regardless of whether developed by Interactive, Customer, or any other person or entity and regardless of whether developed using the Interaction Attendant Tool or any other Interactive tools, methods, or training; (vi) the creation of derivative works of the Interactive Software by Customer or its agents and/or contractors or Interactive's compliance with Customer's request or instructions or the use of any materials provided by Customer; (vii) Customer's method or process of doing or conducting business Customer's; or (viii) Third Party Software.

5.3 Intentionally left blank.

5.4 Indemnification Procedures. A party who believes it is entitled to indemnification ("Indemnified Party") will promptly notify the other party ("Indemnifying Party") of any claim for which the Indemnified Party seeks indemnification ("Claim") and provide reasonable assistance to the Indemnifying Party with respect to handling the Claim. The Indemnified Party's failure to provide timely notice or reasonable assistance will relieve the Indemnifying Party of its indemnification obligations to the extent that the Indemnifying Party has been actually and materially prejudiced by such failure. The Indemnifying Party will have the sole right to defend, make decisions relative to the defense, negotiate and settle any Claim provided that the Indemnifying Party obtains the prior written approval of the Indemnified Party, which approval will not be unreasonably withheld, before entering into any settlement of a Claim or ceasing to defend against a Claim if such settlement or cessation would cause injunctive or other relief to be imposed against the Indemnified Party or would prejudice any intellectual property interest of the

Indemnified Party. The Indemnified Party will be entitled to participate in the defense of a Claim and to employ legal representation at its own expense to assist in the handling of a Claim. The Indemnifying Party shall have the right to reimbursement of its legal fees and expenses from any monetary award relating to any counter-Claim or cross-Claim asserted by the Indemnified Party as part of the defense of the Claim up to the full amount of the monetary award.

ARTICLE 6. TERM AND TERMINATION

6.1 Term of Agreement. This Agreement will commence upon Customer's receipt of the Interactive Software (the "Effective Date") and will continue until terminated by either party as provided herein.

6.2 Termination. Either party may terminate this Agreement upon notice and thirty (30) days opportunity to cure (if susceptible to cure) if the other party breaches a material term of this Agreement, ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or appoints a receiver, or acquiesces in the appointment of a receiver or trustee, or liquidator. Customer may terminate this Agreement at any time effective sixty (60) days after written notice to Interactive.

6.3 Effect of Termination. Upon termination of this Agreement for any reason and notwithstanding the perpetual license granted herein: (i) all of Customer's rights and license to use the Software will immediately terminate; (ii) Customer will return to Interactive or purge all copies of Software in Customer's possession or control and deliver to Interactive an affidavit signed by an officer, owner or managing partner of Customer confirming that these actions have been completed.

6.4 Survival. All terms of this Agreement which, by their nature, are intended to survive termination of this Agreement will survive termination, including without limitation, all payment obligations, use restrictions, ownership terms, confidentiality obligations, disclaimers and limitations of liability.

ARTICLE 7. OWNERSHIP AND CONFIDENTIALITY

7.1 Proprietary Rights. All trademarks, service marks, patents, copyrights, trade secrets and other intellectual property rights in the Software (collectively, "Materials") are and will remain the exclusive property of Interactive or its licensors, whether or not specifically recognized or perfected under applicable local law. Customer will not create derivative works of, modify, assign, sublicense, sell, rent, reverse engineer, disassemble or decompile the Materials. Any rights not expressly granted herein are reserved to Interactive or its licensors. Interactive or its licensors will own all rights in all derivative works of the Materials and any copy, translation, modification, adaptation or derivation (including any improvement or development) of the Materials. Customer will not take any action that jeopardizes Interactive's or its licensors' proprietary rights in the Materials or acquire any right in the Materials.

7.2 Confidential Information. Confidential Information means all information that is proprietary to Customer or to Interactive or its licensors. Interactive Confidential Information includes without limitation the Interactive Software, training materials, technical and non-technical information, data, ideas, concepts and know-how, including developments, inventions, processes, algorithms, designs, drawings, engineering, and hardware configuration information, and other information that relates to Interactive's business plans, forecasts and research as well as Confidential Information of Interactive's licensors. Confidential Information does not include: (i) information that is made generally available to the public without obligation of confidentiality; (ii) information that the receiving party can show through documentation was independently developed by the receiving party without use of Confidential Information of the disclosing party; or (iii) information that is disclosed pursuant to a requirement of a court, government agency, or law, including without limitation, state and federal securities laws; provided that, if the receiving party is required by a court, government agency, or applicable law to disclose any Confidential Information of the disclosing party, the receiving party will notify the disclosing party immediately upon learning of such requirement so that the disclosing party has an opportunity to take action to protect the confidentiality and proprietary nature of the Confidential Information.

7.3 Nondisclosure. Each party receiving Confidential Information of the other party will take reasonable precautions necessary to safeguard the confidentiality of the disclosing party's Confidential Information, including at a minimum, the precautions taken by the receiving party to protect its own

Confidential Information. Neither party will disclose the other party's Confidential Information in whole or in part to any third party except to employees or consultants who require access to the Confidential Information, provided that any such employees and consultants agree in writing to maintain the information in confidence. Neither party will remove or deface, or allow the removal or defacement, of any confidential or proprietary notice placed on any Confidential Information of the other party.

ARTICLE 8. GENERAL

8.1 Records and Audit. For the term of this Agreement and for one (1) year thereafter, upon reasonable prior written notice, Interactive or its designee will have the right to visit the premises of Customer and its Affiliates during normal business hours and review their systems, books and records solely to the extent reasonably necessary or advisable to determine compliance with this Agreement. If Customer or any Affiliate is not in compliance, Customer will correct any failure of compliance including without limitation paying any additional fees that may be due and, if such non-compliance is material, Customer will pay the reasonable costs of the audit.

8.2 Compliance with Laws. Each party will comply with all federal, state, and local laws applicable to the Materials and their use, this Agreement, and the conduct of its business. In no event will Interactive be responsible for providing, implementing, configuring, or coding the Software in a manner that complies with any laws or regulatory requirements that apply to Customer's business or industry, including without limitation, US Federal Trade Commission (FTC) regulations, Federal Communications Commission (FCC) regulations, the Telephone Consumer Protection Act of 1991 and the Health Insurance Portability and Accountability Act (HIPAA) (collectively "Customer Specific Laws"). Customer agrees that it will comply with all such Customer Specific Laws and, regardless of anything to the contrary, in no event will Interactive, its Affiliates or related entities be held liable for any claim or action arising from or related to Customer's failure to comply with any Customer Specific Laws. The Software is Commercial Computer Software under Federal Government Acquisition Regulations and agency supplements to them and is provided to the Federal Government and its agencies only under the Restricted Rights Provision of the Federal Acquisition Regulations applicable to commercial computer software developed at private expense and not in the public domain.

8.3 US Export Restrictions. Customer acknowledges that the Software, Materials and Interactive Confidential Information may be subject to export controls under the U.S. Export Administration Regulations as well as end-user, end use and destination restrictions issued by the United States government and other governments. Customer will strictly comply with all requirements of these controls and restrictions and cooperate fully with Interactive in any official or unofficial audit or inspection relating to these controls or restrictions.

8.4 Assignment. Customer may not assign this Agreement by operation of law or otherwise without the prior written consent of Interactive, which consent will not be unreasonably withheld or delayed. Any merger, consolidation or change of ownership of a controlling voting interest of Customer will be considered to effect an assignment for purposes of this Section. Any attempt by Customer to assign this Agreement other than as provided in this Section is void and of no force or effect.

8.5 Notices. If Customer's principal office is located in North America, all notices and consents will be in writing and will be sent pre-paid by first class mail or by overnight delivery using a nationally recognized and reputable overnight courier. Such notices and consents will be deemed received five (5) business days after deposit if sent by mail and one (1) business day after deposit if sent by overnight courier. If Customer's principal office is not located in North America, all notices and consents will be in writing and will be sent pre-paid by a reputable international courier with delivery scheduled no less than five (5) business days after deposit. Such notices will be deemed received upon receipt or five (5) business days after deposit, whichever is earlier.

8.6 Severability and Waiver. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision will be considered stricken from this Agreement and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. Neither Interactive nor Customer will, by mere lapse of time, without giving notice or taking other action hereunder, be deemed to have waived any breach of any of the provisions of this Agreement. Further, the waiver by

Interactive or Customer of a particular breach of this Agreement will not be construed as nor constitute a continuing waiver of such breach or of breaches of the same or other provisions of this Agreement.

8.7 Force Majeure. Neither Interactive nor Customer will be liable by reason of any failure of performance hereunder (other than Customer's failure to pay amounts owed) if such failure arises out of causes beyond its reasonable control, despite its reasonable efforts and without its fault or negligence.

8.8 Governing Law. This Agreement will be governed by and construed in accordance with the laws of Florida, U.S.A., as applied to agreements entered into and to be performed entirely within the state of Indiana without regard to conflicts of laws provisions thereof, the Uniform Commercial Code as adopted in Indiana or the United Nations Convention on Contracts for the Sale of Goods.

8.9 Legal Actions. The Customer hereby consents to the personal jurisdiction and venue of the courts in or for Palm Beach County, Florida. Any legal or equitable claim of any nature arising hereunder will be filed and maintained in the state or federal courts in the State of Indiana and Customer agrees that such courts are a convenient forum for adjudication. The prevailing party in any legal action arising hereunder will be entitled to its costs of litigation and reasonable attorneys' fees as to that part of the litigation for which it prevails.

8.10 Arbitration.

8.10.1 Application. This Section will only apply if Customer's principal office is outside the United States.

8.10.2 Scope. Except as otherwise provided below, any controversy or claim arising out of or relating to this Agreement or the existence, validity, breach or termination thereof, whether during or after its term, will be finally settled by compulsory arbitration in accordance with the rules and procedures for international arbitration of the American Arbitration Association ("AAA") as modified or supplemented under this Section.

8.10.3 Proceeding. The arbitration will take place in Indianapolis, Indiana, USA. The arbitration panel will consist of one (1) arbitrator. Any communication between a party and the arbitrator will be directed to the AAA for transmittal to the arbitrator. The parties expressly agree that the arbitrator will be empowered to grant injunctive relief upon the request of any party to the arbitration.

8.10.4 Award. The arbitral award will be the exclusive remedy for all claims, counterclaims, issues or accountings presented or plead to the arbitrators. The award will: (i) be granted and paid in U.S. dollars exclusive of any tax, deduction or offset; (ii) include interest from the date that the award is rendered until it is fully paid at a rate of one and one-half percent (1.5%) per month, not to exceed the maximum amount allowed by law; and (iii) include an award of costs and reasonable attorneys' fees to the prevailing party for that part of the arbitration for which it prevailed. Judgment upon the arbitral award may be entered into any court that has jurisdiction thereof. Any additional costs, fees or expenses incurred in enforcing the arbitral award will be charged against the party that resists its enforcement.

8.10.5 Exceptions. Nothing in this Agreement will prevent Interactive from seeking injunctive relief against Customer in the courts having jurisdiction over Customer.

8.11 English Language; Headings. Interactive and Customer confirm that it is their wish that this Agreement as well as other documents relating hereto, including notices, have been and will be drawn up in the English language only. The headings of this Agreement are inserted only for convenience and will not be construed as a part of this Agreement.

8.12 Entire Agreement. This Agreement including its exhibits is the complete and exclusive statement of agreement concerning the subject matter hereof and supersedes all prior understandings and other communications between the parties relating hereto. This Agreement may be amended only by a subsequent writing that specifically refers to this Agreement and that it is signed by both parties.

8.13 Public Records. Customer is a public agency subject to Chapter 119, Fla. Stat. Interactive shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, Purchaser agrees to:

8.13.1 Keep and maintain all records that ordinarily and necessarily would be required by the Customer.

8.13.2 Provide the public with access to public records on the same terms and conditions that the Customer would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

8.13.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.

8.13.4 Meet all requirements for retaining public records and transfer, at no cost, to the Customer all records in possession of the Interactive at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Customer in a format that is compatible with the information technology systems of the Customer. All records shall be transferred to the Customer prior to final payment being made to the Interactive.

8.13.5 If Interactive does not comply with this section, the Customer shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

8.14 Inspector General. Interactive is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Interactive and its sub licensees and lower tier sub licensees. Interactive understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Interactive or its sub licensee or lower tier sub licensees to fully cooperate with the Inspector General when requested may be deemed by the Customer to be a material breach of this Agreement justifying its termination.

HMP Addendum

The following additional terms apply to Dialogic's Host Media Processing software ("HMP Software") licensed to Customer by Interactive:

1. Customer will use the HMP Software solely in connection with the Interactive Software and solely for its own internal use. A separate new or replacement Run-Time License Key for the HMP Software must be purchased for each computer or device using the HMP Software and Customer will not transfer the HMP Software to any other computer or device without purchasing a separate new or replacement Run-Time License Key for such device.
2. Dialogic Corporation is a third party beneficiary of the Interactive License Agreement with rights to enforce such agreement with respect to the HMP Software.
3. IN NO EVENT WILL INTERACTIVE, DIALOGIC, EITHER OF THEIR AFFILIATES, DIRECTORS, OFFICERS OR LICENSORS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR GOOD WILL, WORK STOPPAGE, LOSS OF INFORMATION OR DATA, LOSS OF REVENUE OR PROFIT, COMPUTER FAILURE, AND TELECOMMUNICATIONS CHARGES FROM UNAUTHORIZED ACCESS) ARISING OUT OF OR IN CONNECTION WITH THE HMP SOFTWARE, REGARDLESS OF THE LEGAL THEORY ASSERTED, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

**EXHIBIT A
TO INTERACTIVE LICENSE AGREEMENT**

This Exhibit A is attached to and made a part of the Interactive License Agreement between Interactive Intelligence, Inc. and the Customer identified below.

Date:

Order No.:

Customer Information
Customer Name:
Customer Contact:
Customer Principal:
Address:
Customer Phone:

Elite Partner
Elite Partner Name:

Designated Location:

[insert address where software will be used.] [If there is more than one designated location, then for each designated location list the address followed by the Interactive Software and Third Party Software for that location.]

Interactive Software:

Qty	Part Number	Description	License Type

Third Party Software:

Qty	Part Number	Description	License Type

For purposes of this Exhibit A, the following terms will have the meanings indicated

Server: A unique physical machine used for the purpose of hosting and processing software applications centrally and for providing client software applications and devices with access to shared hardware or data resources.

Workstation: A unique physical machine designed to be used by one user at a time that is used for the purpose of processing client software applications that communicate with Servers, or a software application accessed through a terminal that provides an emulation of such a Workstation machine.

Port: Any hardware or software interface by which a computer Server or Workstation communicates with another device that is part of the same computer network or with another computer network system.

Station: A unique physical address for an audio connection to the Server. If a software license is applied to a Station, any User may log into that Station under such license with rights to use the software application at that Station.

User: A unique named person defined in the Interaction Administrator application, which definition sets forth specific access rights and attributes for such named person. If an Interactive software license is applied to a User, that User may log into the computer network from any Station that is part of the network and may exercise rights to use the software application from any such Station.

Special Instructions: