

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is dated the 23rd day of October, 2017, (the "Effective Date") by and between 48 Windows LLC ("Provider") an entity organized under the laws of California having offices at Lincoln Bl, Santa Monica and Intervoice LLC ("Intervoice"), a wholly owned subsidiary of Convergys Corporation, an Ohio corporation, having offices at 201 East Fourth Street, Cincinnati, Ohio 45202. The parties, intending to be legally bound, agree as follows:

1.0 Agreement.

Each Work Order (defined below) and each Change Order (defined below) entered into pursuant to this Agreement is subject to the terms and conditions of this Agreement. In the event of a conflict between this Agreement and any Work Order or Change Order, the terms of this Agreement will control unless otherwise explicitly provided in such Work Order or Change Order. This Agreement does not constitute an offer by Intervoice and it shall not be effective until signed by both parties.

The terms and conditions of the Agreement are the result of negotiations between the parties, and the Agreement, or any particular provision of the Agreement, will not be construed in favor of or against either party for any reason.

2.0 Work Orders and Change Orders.

2.1. Work Orders.

Intervoice will authorize the performance of services to be performed by Provider ("Services") by issuing written work orders from time to time substantially in the form of Exhibit A to this Agreement (each a "Work Order," as amended, modified or supplemented by any applicable Change Order(s)). Each Work Order, together with its exhibits, if any, will define the scope of work for a particular assignment under this Agreement. Such Work Orders will be consecutively numbered in accordance with Intervoice' practices. Work Orders will be jointly prepared and executed by Provider and Intervoice for each project and will detail all deliverables, including documents (e.g., requirements, design and conversion specifications, data models, etc.), program code, database design, test plans and results and production projects. Work Orders will also delineate the estimated start and end dates for the assignment, number of Provider hours, hourly rates, not-to-exceed travel expenses, and acceptance criteria. Work Orders will be signed by authorized representatives of each party.

2.2. Change Orders.

If Intervoice desires to change, modify or supplement the Services to be performed under a particular Work Order, Intervoice will complete a document in the form of Exhibit B to this Agreement ("Change Order") and forward the Change Order to Provider. Provider will respond to each Change Order within five (5) days of receiving it. If applicable, Provider will include in its response any changes to the costs or schedule set forth in the Work Order as a direct result of the Change Order. In the event the parties agree to the terms of the Change Order, the parties will execute the Change Order prior to the performance of the proposed changes or modifications to the Services. Each Change Order will be labeled consecutively using alphabetical letters corresponding to the modified, amended or supplemented Work Order.

2.3. Subcontractors.

All Services to be performed by Provider under this Agreement will be performed by employees of Provider. Provider will not subcontract any portion of the Services to others without Intervoice' prior written approval. If Intervoice consents to the use of any subcontractor in accordance with this Section 2.c, Provider agrees to enter into an agreement with each subcontractor in a form reasonably satisfactory to Intervoice and consistent with the terms of this Agreement.

2.4. Point of Contact.

Provider will designate and provide one (1) point of contact in each Work Order who is responsible for answering and resolving Intervoice' questions and issues relating to the Services described therein.

3.0 Invoices and Payments.

3.1. General.

Provider will render invoices for Services in accordance with the charges specified in the applicable Work Order. Provider acknowledges that Intervoice issues checks on the 15th and the last business day of the month. Intervoice will pay invoices, excluding any Disputed Amounts within thirty (30) days from date of invoice. As used herein, "Disputed Amount" will mean any invoiced amount that is subject to a bona fide dispute raised by Intervoice in a writing sent to Provider. The invoices will be computed on the basis of one or more of the following methods - Fixed Price or Time and Materials - as specified in the applicable Work Order and as defined below.

3.2. Fixed Price.

Where Services are provided for a fixed price charge, Provider will perform the Services for the fixed price specified in the applicable Work Order, regardless of any hour estimates, the actual hours worked, turnover among Provider personnel, or any other circumstances whatsoever, subject to any Change Orders mutually agreed to by the parties which modify the scope of work and the associated price. Notwithstanding anything to the contrary in this Agreement, and unless otherwise agreed to in the applicable Work Order, Provider will invoice Intervoice with respect to Fixed Price arrangements as follows:

- i. Ten percent (10%) of the total fixed price outlined in the applicable Work Order on the date that work commences under the applicable Work Order;
- ii. Twenty-five percent (25%) of the total fixed price outlined in the applicable Work Order when fifty percent (50%) of the work in the Work Order is completed as more fully described in the Work Order; and
- iii. The remaining sixty-five percent (65%) of the fixed price outlined in the applicable Work Order when all deliverables under the Work Order are completed by Provider in accordance with the specifications in the Work Order.

3.3. Time and Materials.

Where Services are compensated on a hourly basis, Provider will invoice Intervoice monthly for hours actually worked. Each invoice will describe in detail the Services performed, including a breakdown of the time spent on each task, the charges therefore, the amount of reimbursable expenses, if any, as authorized by the applicable Work Order, and applicable taxes, if any. The hourly billing rate for each person working on a Intervoice project will be as specified in the applicable Work Order. For all such hourly assignments, both the regular daily eight (8) hours and any overtime hours will be billed at the same rate for any person furnished by Provider.

3.4. Taxes.

Intervoice is not liable for any taxes (including but not limited to net income or gross receipts taxes, franchise taxes, and property taxes) that Provider is legally obligated to pay and which are incurred or arise in connection with the sale or provision of Services (including any products provided with such Services). Intervoice shall pay Provider any sales or use taxes owed by Intervoice solely as a result of entering into this Agreement or a subsequent SOW and which are required to be collected from Intervoice by Provider under applicable law. Intervoice may provide Provider with a valid exemption certificate, and Provider shall not collect taxes covered by the certificate. If taxes are required to be withheld on any amount to be paid by Intervoice to Provider, Intervoice will deduct them from the amount owed and pay them to the appropriate taxing authority. At Provider's written request and expense, Intervoice will use reasonable efforts to assist Provider in obtaining tax certificates, withholding exemption certificates, or other documentation evidencing such payment but the responsibility for documentation remains with Provider. Notwithstanding the foregoing, upon Provider's request, Intervoice shall provide the necessary documentation to evidence any withholding tax payments made by Intervoice as required by Provider to substantiate such payments. This section shall govern the treatment of all taxes arising in connection with this Agreement notwithstanding any other section of this Agreement.

3.5. Authorization.

Provider will be entitled to receive only fees or other compensation from Intervoice that have been set forth in an authorized executed Work Order or Change Order.

4.0 Records and Audits.

Provider will: (i) maintain complete and accurate records related to the products and Services provided to Intervoice, including records of all amounts billable to and payments made by Intervoice in accordance with generally accepted accounting principles and practices ("GAAP"), uniformly and consistently applied in a format that will permit audit; (ii) retain such records and reasonable billing detail for a period of at least three years from the date of final payment for the Products and Services; (iii) provide reasonable supporting documentation to Intervoice concerning any Disputed Amount within thirty calendar days after receipt of written notice of such dispute; and (iv) permit Intervoice and its authorized representatives to inspect and audit during normal business the records and systems related to the products and Services. In the event of an audit, Provider will provide such records and access at no charge to Intervoice.

5.0 Termination.

5.1. Initial Term and Renewal Terms.

This Agreement will remain in full force and effect for a term of five year(s) following the Effective Date, unless earlier terminated as provided herein ("Initial Term"). At the end of the Initial Term, this Agreement shall be automatically renewed for successive 12-month periods (each a "Renewal Term"), unless either party provides written notice to the other party at least 90 days in advance of the expiration date of the Initial Term or applicable Renewal Term.

5.2. Material Breach.

Should either party commit a material breach of its obligations under this Agreement, or should any of the representations of either party in this Agreement prove to be untrue in any material respect, the other party may, at its option, terminate this Agreement, by thirty (30) days' written notice of termination, which notice shall identify the breach that is the basis for termination. If, prior to the expiration of the 30-day notice period, the defaulting party cures such breach, termination shall not take effect.

5.3. Insolvency or Bankruptcy.

Either party hereto may, at its option and without notice, terminate this Agreement, effective immediately, should the other party hereto: (i) admit in writing its inability to pay its debts generally as they become due; (ii) make a general assignment for the benefit of creditors; (iii) institute proceedings to be adjudicated a voluntary bankrupt, or consent to the filing of a petition of bankruptcy against it; (iv) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seek reorganization under any bankruptcy act, or consent to the filing of a petition seeking such reorganization; or (vi) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in insolvency covering all or substantially all of such party's property or providing for the liquidation of such party's property or business affairs.

5.4. Termination by Intervice.

Intervice may terminate this Agreement or any Work Order to be performed under this Agreement, in whole or in part, without cause, solely for its own convenience, by giving Provider written notice of termination, specifying the extent to which the Agreement is so terminated and the date upon which such termination becomes effective. Intervice will have no liability for the termination except to pay for Services properly rendered or expenses incurred in accordance with the Agreement prior to the effective date of the termination. Intervice will have no obligation to pay for any Services performed or costs incurred by Provider after the effective date of termination.

5.5. Consequences of Termination.

- 5.5.1.** Upon the expiration or termination of this Agreement or any Work Order, Intervice will pay Provider for all services satisfactorily rendered and expenses properly incurred prior to the effective date of such termination. Notwithstanding anything to the contrary contained herein, upon the expiration or the termination of a Work Order subject to a fixed price arrangement, Intervice will pay for all reasonable expenses properly incurred prior to the effective date of such

termination and for a pro rata share of the Services rendered under the applicable Work Order.

5.5.2. Upon the expiration or termination of this Agreement, Provider and Provider's personnel will promptly return to Intervoice all Intervoice Confidential Information furnished to Provider or Provider's personnel by Intervoice or developed by Provider or Provider's personnel relating to the Services under this Agreement.

5.5.3. The expiration or termination of this Agreement will not affect the obligations of the parties under any Work Order previously issued under this Agreement, and the terms and conditions of this Agreement will continue to apply to such Work Order as if this Agreement had not expired or been terminated.

6.0 Warranties.

6.1. Performance of Services.

Provider will perform the Services in a timely, diligent, competent and professional manner, in accordance with the highest standards in the industry. Furthermore, Provider hereby warrants and represents that the Services will be performed substantially in accordance with the descriptions of such Services in this Agreement and the applicable Work Order.

6.2. Originality.

Provider represents and warrants the originality of any work performed under this Agreement, and that no portion of the work completed on behalf of Intervoice under this Agreement violates or is protected by patent, copyright, trade secret or other intellectual property or other rights of Provider or any third party. For purposes of this Section, work completed will not include materials supplied by Intervoice.

6.3. Repairs.

Provider will, within a commercially reasonable period of time after being reported to Provider in writing at any time within one (1) year of the date of completion of a Work Order, repair or revise, at no additional cost to Intervoice, any failure in its reports, drawings, specifications, designs or other items or Services being provided or performed pursuant to the applicable Work Order to meet the requirements set forth in such Work Order. If upon repair or revision of the Services provided, Intervoice determines that the Services performed do not meet the Work Order requirements, the Provider will refund to Intervoice all monies paid for those Services rendered.

6.4. Provision of Work Product.

Should a Work Order provide that Provider's Services would result in a product, such product will meet the specifications in the Work Order in all material respects. As the product is the result of a service agreement, this agreement will not fall under the Uniform Commercial Code. Provider will, at any time within one (1) year of the date that Intervoice accepts any such product which is the result of a Work Order, repair or revise, at no additional cost to Intervoice, any failure in its reports, drawings, specifications, designs or other items or Services being provided

or performed pursuant to the applicable Work Order to meet the requirements set forth in such Work Order. There are no other warranties on any such products or the Services, express or implied, including implied warranties of merchantability or fitness for a particular purpose.

6.5. Compliance with Laws.

Provider is at all times solely responsible for complying with all applicable laws, regulations and ordinances (collectively, "Laws") in connection with the Services, including but not limited to the United States Foreign Corrupt Practices Act ("FCPA"), UK Bribery Act and those Laws relating to privacy, wages, hours, employment practices, equal opportunity, anti-discrimination, employee health and safety, environmental protections, and working conditions. Provider will also adopt, maintain and abide by its own safety rules and standards; provided, however, such rules and standards will be reasonably compatible with the objectives of Intervoice's safety rules. Provider will comply with guidelines set forth by federal occupational safety and health standards, as well as applicable state, provincial or local laws and ordinances.

In conformance with the FCPA, Provider shall not offer, pay, give, promise to pay or give, or authorize the payment of money or anything of value directly or indirectly to any foreign official for the purposes of (1) influencing any act or decision of the foreign official in such person's official capacity, inducing the foreign official to do or omit to do any act in violation of such person's lawful duty, or securing any improper advantage, or (2) inducing the foreign official to use such person's influence with a foreign government or instrumentality to affect or influence any act or decision of the government or instrumentality, in order to assist Provider or Intervoice or its affiliates to obtain or retain business for, with, or directing business to, any person. The FCPA defines "foreign official" as (a) any elected or appointed official of a local, state, provincial or national government outside the United States irrespective of rank, title or stature of such person, (b) any candidate for office in any local, state, provincial or national government outside the United States, (c) any political party or party official outside the United States, (d) any official in a public international organization, and (e) any official or representative of a business that is owned or controlled by a government outside the United States. Upon request, Provider will furnish to Intervoice a statement that it is in compliance with the FCPA as well as all other applicable laws set forth above.

6.6 Compliance with Personal Identifiable Information

To the extent Supplier is afforded access to or handles any Intervoice or Intervoice Client PII, Provider must handle PII information in accordance with all applicable laws, regulations and data classification and handling standards. "Personally Identifiable Information" or "PII" is any information provided by Intervoice or a Intervoice client, or collected by Supplier in connection with Supplier's relationship with Intervoice (i) that identifies or can be used to identify, contact, or locate the person to whom such information pertains, (ii) from which identification or contact information of an individual person can be derived, or (iii) that constitutes Protected Health Information (PHI) as that term is defined in the U.S. Health Insurance Portability and Accountability Act. PII includes, but is not limited to: name, address, phone number, fax number, email address, social security number or other government-issued identifier, credit card information and any health-related information. Additionally, to the extent any other information (such as, but not necessarily limited to, a personal profile, unique identifier, biometric

information, and/or IP address) is associated or combined with PII, then such information also will be considered PII.

6.7 Compliance with Cardholder Data

To the extent Supplier stores, transmits, or processes any Cardholder Data (as such term is defined by the PCI DSS) in providing services for or on behalf of Intervoice or a Intervoice Client, Supplier shall comply with the Payment Card Industry Data Security Standards (PCI DSS) and/or the Payment Application Data Security Standards (PA DSS) as applicable. A copy of the current PCI DSS requirements documentation is available on the web at

<https://www.pcisecuritystandards.org/saq/index.shtml>

while the PA DSS requirements and documentation is available on the web at

https://www.pcisecuritystandards.org/security_standards/pa_dss.shtml

To the extent the services being performed for Intervoice or a Intervoice Client involves either PCI DSS or PA DSS, Supplier acknowledges that the security of Cardholder Data is its responsibility while such data is in Supplier's custody or control. Upon request, Supplier shall provide certification of its compliance with either PCI DSS or PA DSS.

7.0 Indemnification.

7.1. General.

Each party ("**Indemnitor**") will indemnify, hold harmless and defend the other party and its Affiliates, and their respective employees, officers and directors, affiliates, agents, successors, and assigns (collectively, "**Indemnitee**") from and against any and all damages, losses, liabilities, actions, proceedings (whether legal or administrative), demands, and expenses (including but not limited to reasonable attorney's fees) in connection with a claim by a third party against the Indemnitee to the extent that such third party claim arises out of: (a) the damage, loss or destruction of any real property or tangible personal property or injury or death to any persons resulting from the actions or inactions of any employee, agent or Subcontractor (and its employees or agents) in the course of fulfilling its obligations under this Agreement, (b) the negligence or willful misconduct of the Indemnitor, (c) defects in any product or services supplied by the Indemnitor pursuant to this Agreement, (d) a material breach of this Agreement, (e) violation or alleged violation of any Laws, (f) a claim that the products or services Indemnitor provides under this Agreement infringes any Intellectual Property right of any third party, or (g) any claim or action by or on behalf of Indemnitor's agents or employees, including without limitation claims arising under occupational health and safety, worker's compensation, ERISA or other applicable federal, state, or local laws or regulations.

7.2. Procedure.

Indemnitor's obligations under this Section are contingent upon Indemnitee's prompt notification of any claim or potential claim for which it may seek indemnification (provided that the Indemnitor shall only be relieved of its indemnification obligations to the extent that it is actually prejudiced by such failure or delay). Indemnitee shall provide Indemnitor with an opportunity to defend such claim and the information and assistance necessary to provide such defense.

8.0 Insurance.

Provider will, during the Term, have and maintain in force the following insurance coverage:

- (a) Worker's Compensation Insurance, including occupational illness or disease coverage, or other similar social insurance, including self-insurance, in accordance with the laws of the country, state or territory exercising jurisdiction over the employee and Employer's Liability Insurance with a minimum limit sufficient to cover the statutory requirements of such country, state or territory.
- (b) Commercial General Liability Insurance, including Contractual Liability, Products, Completed Operations Liability and Personal Injury, and Broad Form Property Damage Liability coverage for damages to any property with a minimum combined single limit of \$1,000,000 per occurrence and \$5,000,000 umbrella excess liability. Such insurance must name Intervoice as an additional insured with respect to its legal liability arising from Provider's acts or omissions.
- (c) Employer's Liability: \$500,000 per occurrence.
- (d) Crime Insurance: \$500,000 per occurrence covering contractor with respect to Contractor's performance, supervision, or management of Services hereunder.
- (e) Employee Dishonesty and Computer Fraud coverage for loss arising out of or in connection with any fraudulent or dishonest acts committed by the employees of Provider, acting alone or in collusion with others, including the property and funds of others in their care, custody or control, in a minimum amount of \$1,000,000.
- (f) Errors and Omissions Liability Insurance covering the legal liability for damages due to error, omissions, negligence of employees and failure of Provider's products to perform the function or serve the purpose intended in an amount of at least \$5,000,000 per wrongful act. Provider will have and maintain in force Errors and Omissions Liability Insurance for a period of twelve (12) months after termination of this Agreement.
- (g) "All Risk" Property insurance covering not less than the full replacement cost of Provider's personal property while on or at a Intervoice work location.

The foregoing insurance coverage will be primary and non-contributing with respect to any other insurance or self-insurance which may be maintained by Intervoice. Within (30) calendar days of the Effective Date Provider will cause its insurers to issue certificates of insurance evidencing that the coverage required under this Agreement are maintained in force and that not less than thirty (30) calendar days written notice will be given to Intervoice prior to any materially adverse modification, cancellation or non-renewal of the policies. The insurers selected by Provider will have an A.M. Best rating of A-IX or better or, if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency. Provider will assure that its subcontractors, if any, maintain insurance coverage as specified in this Article or are endorsed as additional insureds on all required Provider's coverage.

9.0 Limitation of Liability.

EXCEPT FOR INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 7 AND BREACH OF SECTION 11, NEITHER PARTY WILL HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.0 Deliverables and Ownership of Work Product.

10.1. Intervoice Data.

All Intervoice Intellectual Property existing prior to the Effective Date and all data, plans, specifications, drawings, software and other property (in whatever form or media) furnished by Intervoice to Provider will remain Intervoice' property and will be used only for the Services. Provider will return such Intervoice property and all copies thereof to Intervoice upon completion of the Services.

10.2. Deliverables.

Any drawings, designs, documents, information, programs, systems, inventions, discoveries, data and other deliverables prepared by Provider in performing the Services (collectively, "Deliverables") will be considered "work for hire" and will be Intervoice' exclusive property. If, however, the Deliverables are not deemed "work for hire" under applicable law, this Agreement will be deemed an assignment to Intervoice of all of Provider's right, title and interest in and to all proprietary rights for the Deliverables, including copyrights and patent rights, and Provider will execute and deliver such other instruments and take such other action as Intervoice may request (including the filing of copyright and patent applications and assignments) to protect Intervoice' rights to the Deliverables.

10.3. Possession.

Intervoice will have the right to take possession and use the Services, reports, and Deliverables received from Provider. Such possession or use will not constitute acceptance or approval of any Services or Deliverables or portions thereof which do not conform to the Agreement and will not release Provider from any obligations hereunder.

10.4. Originals.

Intervoice will own and have unrestricted use of all originals of the Deliverables generated by Provider in the performance of the Services hereunder, provided however, Provider may retain and use for its own purposes in carrying out its Services hereunder copies of drawings, designs, documents, information and data included among the Deliverables.

10.5. Exceptions.

The provisions of this Section do not apply to any material previously owned by Provider or lawfully acquired by Provider in a manner independent of this Agreement, which are used by Provider in the course of work hereunder.

10.6. Facilitation.

Provider will work with Intervoice' personnel assigned to a particular project for the purpose of facilitating the transfer of Provider's knowledge regarding the Services to Intervoice.

11.0 Confidentiality.

11.1. Confidential Information.

During the course of this Agreement, either party may provide the other party with information that the disclosing Party wishes to be treated confidentially. "Confidential Information" means any information or data disclosed by a party ("Disclosing Party") to the other party (the "Recipient") that (i) if in tangible form or other media that can be converted to readable form is clearly marked as confidential, proprietary or private when disclosed or (ii) if oral or visual, is identified as confidential, proprietary or private when disclosed and is summarized in a writing so marked and delivered within ten days following such disclosure. Confidential Information also includes any information, including, but not limited to data files, customer lists, correspondence and other records, and service availability, furnished to Provider orally, visually or in writing under or in contemplation of this Agreement, or to which Provider has access through performance of this Agreement including. The terms Disclosing Party and Recipient include each party's Affiliates that disclose or receive Confidential Information. The rights and obligations of the parties hereto therefore also shall inure to such Affiliates and may be directly enforced by or against such Affiliates.

11.2. Obligations.

The Recipient shall: (i) use the Confidential Information only for the purposes of this Agreement; (ii) restrict disclosure of the Confidential Information to employees of the Recipient and its Affiliates with a "need to know" and not disclose it to any other person or entity without the prior written consent of the Disclosing Party; (iii) advise those employees who have access to the Confidential Information of their obligations with respect thereto; and (iv) copy the Confidential Information only as necessary for those employees who are entitled to receive it, and ensure that all confidentiality notices are reproduced in full on such copies. For purposes of this Agreement, "employees" includes third parties retained by the parties for temporary administrative, clerical or programming support. A "need to know" means that the employee requires the Confidential Information to perform her or her responsibilities in connection with this Agreement.

11.3. Exceptions.

The obligations of this section shall not apply to Confidential Information that the Recipient can demonstrate: (i) is or becomes available to the public through no breach of this Agreement; (ii) was previously known by the Recipient without any obligation to hold it in confidence; (iii) is received from a third party free to disclose such information without restriction; (iv) is independently developed by the Recipient without the use of Confidential Information of the Disclosing Party; (v) is approved for release by written authorization of the Disclosing Party, but only to the extent of such authorization; (vi) is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; or (vii) is

disclosed in response to a valid order of a court of other governmental body of the United States or any political subdivisions thereof, but only to the extent of and for the purposes of such order, and only if the Recipient first notifies the Disclosing Party of the order and permits the Disclosing Party to seek an appropriate protective order.

11.4. Customer Information.

Any and all End User information and/or information about End User's customers ("Customer Information") is and shall remain the property of End User and no license rights to such information are granted to Provider hereunder. Provider acknowledges Customer Information may be subject to stringent data privacy laws and regulations and that Provider will comply with all laws, regulations and requirements of the End User related to all such Customer Information and will make no use of any Customer Information other than to provide the Services to Intervoice.

11.5. Remedies.

The parties agree that an impending or existing violation of these confidentiality provisions would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that the Disclosing Party shall be entitled to seek immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.

12.0 Non-Circumvention.

Provider acknowledges and agrees that, as a result of the parties' relationship and/or its performance of Services pursuant to this Agreement, Provider may have access to or become aware of existing and potential clients (hereafter the "Client" or "Clients") of Intervoice and/or information regarding the Clients. In connection therewith, Provider agrees that Provider and its employees or agents who perform Services on behalf of Provider pursuant to this Agreement and the related Work Order(s) will not, during the term of this Agreement and for a period of two (2) years after the expiration or termination of this Agreement, directly or indirectly, either individually or on behalf of or with any person or entity other than Intervoice: contact, attempt to contact, solicit, perform any services for, or otherwise deal with, any Client in a manner designed to or that could take business away from Intervoice, if such business is substantially related to the subject matter of this Agreement or the Services provided hereunder.

13.0 Use of Intervoice' Name or Trademarks.

Provider will not use Intervoice' name, trademarks, trade names or similar intellectual property in Provider's sales, marketing, publicity or other materials without Intervoice' prior written consent, which consent Intervoice may withhold in its sole discretion.

14.0 Non-Solicitation of Employees

Neither Party shall directly, or indirectly through a Third Party, solicit the services or employment of any employee or agent of the other Party during the Term and for a period of twelve (12) months following expiration or termination hereof. The soliciting Party, who violates this Section 14 shall pay to the other Party an amount equal to nine (9) months salary for any solicited employee of the other Party, as liquidated damages and not as a penalty. The amount shall be equal to seventy-five (75) percent of the

annual salary in effect at the date the employee was solicited. For purposes of this Section 14, the term "employee" means current or former employees of the other Party who were employed by the other Party at any time during the Term. This Section 14 shall not prevent an employee of either Party from pursuing or securing opportunities with the other Party on such employee's own initiative.

15.0 Assignment.

Provider may not assign this Agreement or any Work Order executed in connection herewith or the rights or obligations hereunder without the express written consent of Intervoice. This Agreement will inure to bind the successors and assigns of the respective parties; provided however, that nothing herein will be construed to permit the sale, assignment or delegation of Provider's interests and/or obligations hereunder.

16.0 Dispute Resolution.

Any dispute or disagreement arising between the parties will be resolved according to the following dispute resolution procedure. The parties will strive to resolve all disputes at the project management level. If any such dispute cannot be mutually resolved by the project managers within five (5) business days, then such dispute will immediately be referred to the parties' respective Division Vice Presidents (or equivalents) for discussion and resolution. If such parties fail to resolve the dispute within ten (10) business days, then such dispute will be referred to Provider's Chief Operating Officer and Intervoice' Chief Operating Officer for discussion and attempted resolution. If such dispute cannot be mutually resolved by such parties within ten (10) business days, then either party may pursue whatever rights and remedies they may have hereunder or at law or in equity.

17.0 Independent Contractor Relationship.

The parties acknowledge and agree that Provider and Intervoice are, and at all times during this Agreement will remain, independent contractors in relation to the other party, and neither party nor its employees or other representatives are authorized to make any representations or any commitment on the other party's behalf unless previously authorized by such party in writing. Intervoice will not be responsible for worker's compensation, disability benefits, unemployment insurance and withholding income taxes and Social Security for said personnel. Under no circumstance will one party's employees be construed to be employees of the other party, nor will one party's employees be entitled to participate in the profit sharing, pension or other plans established for the benefit of the other party's employees. Neither party will have the authority to bind the other party. Provider has and hereby retains the right to exercise full control of and supervision over the performance, employment, direction, compensation and discharge of any and all of Provider's employees, agents and subcontractors assisting in the performance of Provider's obligations.

Provider will employ for the Services persons known to it to be experienced, qualified and trustworthy. The credentials of any Provider employee assigned to the Services will be submitted to Intervoice in advance of such assignment. All persons performing the Services on any Intervoice site or handling data classified as PII or PCI will comply with applicable federal, state and local laws concerning drug and alcohol, security, environmental protection, employee health and safety, and other policies and procedures. All Provider personnel providing services for or on behalf of Intervoice or that may have access to multiple pieces of Intervoice or Intervoice Client PII shall ensure the appropriate pre-placement screening requirements have been completed. Provider shall conduct, at its sole expense, a

comprehensive background investigation to determine work experience and suitability of any Company Personnel selected to provide the Services prior to assigning Provider Personnel to perform such Services. The background investigation must be completed within the one (1) year prior to the assignment date and should include, obtaining a lawful Consumer Report covering county court and federal court criminal records for the previous seven (7) years or the number of years allowed by applicable local, state, and federal laws. Provider will comply with applicable federal, state and local laws when conducting background investigations to determine suitability for assigning Provider Personnel to Intervoice. The Consumer Report must be conducted by a third party Consumer Reporting Agency that specializes in conducting individual background investigations for a fee. Provider shall ensure that no individual that has been convicted of any felony or misdemeanor involving dishonesty, money laundering, drug trafficking or bank fraud shall perform, supervise or manage any of the Services or the Service.

Provider will, at its expense and risk, immediately remove and replace any employee who, in Intervoice' opinion, does not meet these criteria. Provider will notify Intervoice of the names and roles of any person it proposes to use for the Services if Provider knows him to be a former Intervoice employee. Intervoice may accept or reject the use of any person, whereupon Provider will provide a qualified substitute at no increase in price. If, in Intervoice' sole opinion, any previously approved person poses a risk to, or is unacceptable to, Intervoice for any reason, Provider will immediately remove such person(s) and provide Intervoice with a duly qualified replacement subject to Intervoice' prior approval of such replacement. Provider acknowledges that Intervoice may effect the removal of any person upon Provider's failure to do so.

18.0 Force Majeure.

Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences or forces beyond the reasonable control and without the negligence of such party. The non-affected party may substitute the performance of a third party for the performance of the affected and adjust compensation based on the substitution.

19.0 Notices.

Except as otherwise provided herein, all notices or other communications to be given or that may be given by either party to the other will be deemed to have been duly given when made in writing and delivered in person, sent by overnight delivery provider, or deposited in the United States mail, postage prepaid and addressed as follows:

TO Provider:

48 Windows, LLC
1661 Lincoln Blvd., Ste 220
Santa Monica, CA 90404

Attn: Eric Garcia / Ziv

TO Intervoice:

Intervoice LLC
17787 Waterview Parkway
Dallas, TX 75252
Attn: Vice-President Operations
Facsimile: 972-454-8781

With a Copy to:
Intervoice LCC.
201 East Fourth Street
P.O. Box 1638

Cincinnati, OH 45201
Attention: Legal Department

The address to which notices or communications may be given to either party may be changed by written notice given by one party to the other pursuant to this section.

20.0 Waivers and Amendments.

If a party fails to insist that the other party strictly comply with any obligation, no such failure shall be a waiver of the right of a party to demand strict compliance for each obligation. No delay or failure of any party to exercise or enforce its rights under this Agreement and no course of dealing or performance will constitute a waiver of right or remedy available under this Agreement. Waiver by either party of any default by the other party will not be deemed a waiver of any other default. No provision of this Agreement or any written Work Order or Change Order will be deemed waived, amended or modified by either party, unless such waiver, amendment or modification is in writing and signed by the authorized representative of the party against whom it is sought to enforce such waiver, amendment or modification.

21.0 Headings.

The article, section and paragraph headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

22.0 Governing Law.

This Agreement will be governed by and construed according to the laws of the State of Ohio without regard to its rules on conflicts of law. Venue for any dispute arising hereunder will be in any state or federal court of competent jurisdiction in Hamilton County, Ohio.

23.0 Survival.

Obligations and rights in connection with this Agreement, which by their nature would continue beyond termination or expiration of this Agreement, including but not limited to Sections 4, 5.5, 6.2, 7, 9, 11, 12, 20, 23, 25 will survive the expiration or termination of this Agreement for any reason.

24.0 Severability.

The provisions of this Agreement are severable. If any part, term or provision of this Agreement will be held illegal, unenforceable or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portion or portions will not be affected thereby.

25.0 Miscellaneous.

If, during the term of this Agreement, Intervoice performs a spin-off of one or more of Intervoice's affiliates or subsidiaries, such spin-off shall be eligible to continue to receive goods and/or services

from Provider under this agreement, provided that such spin-off entity agrees to be bound by the applicable terms and conditions of this Agreement.

26.0 Entire Agreement.

This Agreement, including the exhibits attached hereto and any applicable Work Orders and Change Orders, constitutes the entire agreement between the parties with respect to the subject matter hereof.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the date first written above.

Provider

By: Eric Garcia

Name: Eric Garcia
(Print Name)

Title: Partner
48 Windows Llc
1661 Lincoln Blvd., Ste 220
Santa Monica, CA 90404

Intervoice LLC

By: Denise McCutchen Grace

Name: Denise McCutchen Grace
(Print Name)

Title: Vice President 10/31/17