Sales Agreement

Customer and Address			Billing Address (If Different)		
1st Source Bank					
Corporate Name			Corporate Name		
100 N. Michigan Street, P.O. Box 1602					
Address			Address		
South Bend	Indiana	46634			
City	State	ZIP	City	State	ZIP
	Derek Hayes				
Attention			Attention		

(hereinafter referred to as "Customer"), agrees to purchase and Convergys Customer Management Group, Inc., an Ohio corporation ("Convergys"), agrees to sell Systems and license Software listed in a Schedule "A" or other ordering document which is mutually agreed in writing by the parties from time to time (each an "Order"), subject to the terms and conditions of this Sales Agreement ("Agreement"). "System" as used herein is defined as equipment installed and/or integrated with certain licensed Software (whether or not such equipment is provided by Convergys or is a Customer Component as hereinafter defined). "Software" is defined as the software licensed by Convergys (including software which is proprietary to Convergys and/or third party software) with or without equipment. If the terms of an Order require a statement of work providing specific services to be performed by Convergys ("Statement of Work"), the Statement of Work must be mutually agreed to and signed by both parties before the Order becomes effective. For Orders that require application development services, the parties will collaborate to prepare and sign a mutually agreed upon document setting forth functional specifications ("Functional Specification") to specify the manner in which the application will be designed and developed. The Functional Specification will be developed by Convergys following acceptance of the Order and in accordance with any associated Statement of Work.

1. **Payment Terms and Delivery.** Unless otherwise set forth in the applicable Order, progress payments for each order will be invoiced as follows: (A) For each order that includes application development services by Convergys: 30% upon execution of a Order, 20% at Customer's written acceptance of the Functional Specification, 20% at Installation Date (as defined below), and 30% (plus applicable freight, taxes and insurance on the entire order) at Acceptance; (B) For each order that does not include application development by Convergys but where Convergys is responsible for installation: 30% upon execution of an Order and 70% (plus applicable freight, taxes and insurance on the entire order) at Installation Date; and (C) For each order that does not include application development by Convergys and where Convergys is not responsible for installation: 30% upon execution of an Order and 70% (plus applicable freight, taxes and insurance on the entire order) upon delivery of the system to Customer. All payments hereunder are due within thirty (30) days of the date of the applicable invoice. Any payment due Convergys hereunder that remains unpaid after such thirty (30) day period shall thereafter bear interest at a rate of the lesser of one and one/half percent (1-1/2%) per month or the maximum allowed by law. In all cases, delivery will be made F.O.B. Convergys, Dallas, Texas. Title and risk of loss or damage to the System (but not Software) shall pass to Customer upon delivery to the carrier. The System is insured during transit. The cost of such insurance is included in freight charges. The foregoing progress payments shall constitute one-time, fully paid license fees. Maintenance and support and related obligations are not covered by this Agreement and are separately addressed.

2. **Installation and Acceptance.** The System shall be installed at premises designated by Customer, in accordance with any written instructions provided by Convergys. If the Order specifies that Convergys is responsible for installation of the System, the "Installation Date" will be the date that Convergys completes the installation of the System and certifies to Customer that the System operates in accordance with the applicable Documentation. If Customer is responsible for installation, the "Installation Date" will be the date that Convergys delivers the System to Customer. As soon as reasonably practicable, but in no event more than forty-five days (45) following the Installation Date for a System, Customer agrees to provide written notice to Convergys specifying any material nonconformities to the applicable Documentation (as defined below). Convergys shall then have up to ninety (90) days to remedy any reported nonconformities. When Convergys provides written notice to Customer that the reported nonconformities have been cured, Customer will have ten (10) business days to confirm that the reported nonconformities have been cured. The process of testing and recertification of the System will be repeated as often as is necessary to cure the nonconformities. When all reported nonconformities have been cured or waived through failure to provide notice within ten (10) business days of the Installation Date or of a subsequent Convergys recertification date ("Acceptance"), the System shall be deemed accepted, and, upon request by Convergys, Customer shall execute an acceptance certificate. In the event Convergys cannot cure all reported material nonconformities to the applicable Documentation within the ninety (90) day period, Customer may return the System to Convergys, thereby terminating the applicable Order and, upon receipt of the System, Convergys will refund all amounts paid to Convergys by Customer for such System. Such refund will be Convergys's sole remaining liability under this Agreement and Customer hereby waives all other available remedies with respect thereto. Notwithstanding anything in this Section to the contrary, Customer may not withhold acceptance of a System if the nonconformity is caused by any computer, other equipment, and/or firmware or software, that are provided by Customer to Convergys to be integrated into a System as set out in Section 8 below (the "Customer Components") so long as the portions of the Systems sold and/or licensed by Convergys to Customer function in material accordance with the applicable Documentation. For any Order, the term "Documentation" means the standard documentation for the System delivered by Convergys, and any Functional Specification and any Statement of Work executed in connection with the Order.

Sales Agreement

3.   **Software Licenses.** Pursuant to the terms of this Agreement, Convergys grants to Customer a perpetual, irrevocable, non-exclusive, non-transferable license to use the Software (including applications developed by or for Customer using Convergys' design tool software) only on the equipment on which such Software is initially installed and/or integrated (provided that such Software can be transferred to replacement equipment where installation and/or integration is performed by Convergys), whether or not such equipment is provided by Convergys or is a Customer Component (as hereinafter defined), and only in conjunction with the equipment in the System. Customer shall not use any third party software incorporated in the Software other than in combination with the Software. Customer may not, and may not allow its end users or third parties to, use the Software or the System on a hosted, shared, rental, subscription or service bureau basis, whether from a data center or through a telephony or private network, to provide services to multiple end users that are not customers of Customer or its subsidiaries and affiliates. Customer acknowledges that the System may incorporate components that ensure that Software is only used with the equipment with which it is initially installed and only for the use as specified herein for the licensed number of ports, seats, servers, and/or transactions per unit of time. All copies of the Software remain the property of Convergys or its affiliates or suppliers. For purposes of this Agreement, "affiliate" means, in relation to a party, any other entity which directly or indirectly controls, is controlled by, or is under direct or indirect common control with, that party from time to time. Customer will not modify, reverse engineer, decompile, disassemble, or derive source code from the Software. Customer shall not sublicense, assign, or otherwise transfer the Software or any portion thereof, including any third party product incorporated in the Software, or use it for any other purpose or with other equipment without Convergys's consent. Convergys also licenses Customer, subject to the same terms as its license to the Software, to use any design tool software acquired under this Agreement, including, without limitation, InVision design tool software, to develop Software applications for use with Systems. This Section does not apply to third party Software supplied by Convergys that is delivered by Convergys with a vendor's license agreement in its Software (click-wrap agreement), packaging or documentation (shrink-wrap agreement), or attached to or specifically referenced by the applicable Order, including without limitation license terms referenced at http://www.intervoice.com/_docs/_987/60001317.pdf (collectively referred to as "EULAs"). The terms of any such EULAs govern Customer's use and operation of the third party vendor's software, and all such EULAs are hereby incorporated by reference. By Customer's use of the third party vendor Software, Customer hereby agrees that it has read and accepts the terms of the EULAs. Any Convergys Software that Customer obtains through Fiserv shall be governed by the license terms of the applicable agreement between Customer and Fiserv and not by the license terms of this Section 3.

4.   **Confidentiality; Proprietary Rights.**

(a)   During the term of this Agreement and for a period of five (5) years thereafter except as provided below, the receiving party shall not, without the prior written consent of the furnishing party, use, exploit, reveal or disclose to any third person or entity any information (i) fixed in a tangible medium and furnished by one party to the other under this Agreement and marked as confidential or proprietary information of the furnishing party, including without limitation information relating to the Software or the System; (ii) provided orally and stated to be confidential or proprietary at the time the information is provided or in a writing which is provided within thirty (30) days thereafter which generally describes such information; (iii) relating to the terms and conditions of this Agreement; (iv) relating to the business, financial, customers or confidential affairs of the furnishing party; or (v) any other information that a reasonable person would deem to be confidential, whether or not it is marked as confidential (collectively, "Confidential Information"), except in connection with its authorized use with the System or to comply with the reasonable requests of a party's auditors or other professional consultants. The receiving party shall use prudence and care in the dissemination of the furnishing party's Confidential Information within the receiving party's own organization, and to its employees, subcontractors and agents who have a need to know and in the case of subcontractors and agents who have signed a written nondisclosure agreement at least as protective as this Section 4. The receiving party shall protect the furnishing party's Confidential Information with the same degree of care as the receiving party employs for the protection of the receiving party's own trade secrets and other Confidential Information (but in no event shall such care be less than that which is commercially reasonable). The provisions of this Section 4 shall not apply to Confidential Information of the furnishing party which (i) is or becomes through no fault of the receiving party part of the public domain; (ii) the receiving party already knew at the time of disclosure as evidenced by written documents; (iii) the receiving party independently developed without reference to or use of information received from the furnishing party; (iv) is contained in the receiving party's public disclosures; or (v) the receiving party lawfully obtained from a third party outside of this Agreement. The receiving party acknowledges that all Confidential Information of the furnishing party shall be and remain the furnishing party's sole and exclusive property as between the parties. Customer agrees that Confidential Information (including Software) furnished or made available to it by Convergys will be accepted by Customer in confidence and will not be directly or indirectly used, published, reproduced, disseminated or otherwise disclosed without the prior written consent of Convergys. Notwithstanding the foregoing, the receiving party's obligations with respect to Confidential Information that is considered a trade secret of the disclosing party under normal international trade practice shall continue until such Confidential Information is no longer a trade secret and with respect to information relating to a customer of Customer shall continue indefinitely.

(b)   Convergys agrees that information gathered from Customer's callers or other end-users regarding Customer's goods or services and portions of scripts created by Customer that are Customer-specific and that are not general or generic in nature (collectively, "Customer Data") are and shall remain the sole and exclusive property of Customer, free and clear of any and all claims of Convergys. Notwithstanding the foregoing, the Customer Data does not include any of the Convergys Works, as hereinafter defined. Customer agrees that anything (excepting only Customer Data) created or developed in whole or in part by Convergys or its agents (whether or not created or developed while, or in the process of, providing any services to or for Customer), including, without limitation any and all programming,

software or processes, software modifications and customizations, application program interfaces, methods or processes, and all proprietary rights in all designs, engineering details and other data pertaining to the System and Software and to all discoveries, inventions, patent rights, trade secrets, know-how and other proprietary data arising out of work done in connection with designing, manufacturing, servicing, installing, using and testing the System and Software (collectively, "Convergys Works"), are and shall remain the sole and exclusive property of Convergys, free and clear of any and all claims of Customer.

All Confidential Information of Customer and any Customer Data shall be delivered to Customer and all Confidential Information of Convergys and any Convergys Works shall be delivered to Convergys upon written request or upon this Agreement's termination or expiration, whichever is earlier. Notwithstanding the terms of this Section to the contrary, the receiving party shall not be obligated to search archived electronic back-up files of its computer systems for the furnishing party's Confidential Information in order to purge such information from its archived files; however, the receiving party shall remain obligated (i) to maintain the confidentiality thereof in accordance with the terms of this Agreement as if it were still in effect, and (ii) not to use the furnishing party's retained Confidential Information for any other purpose. Customer agrees that as between the parties, Convergys shall have the sole right to manufacture and market the System and Software. Customer agrees to hold the System and Software subject to the reservations set forth in this Agreement.

5. **Warranty.** The System and Software are warranted free from defects in design, material and workmanship and will perform in accordance with the Documentation for a period of 12 months from the date of shipment. No new or additional warranty period will apply for upgrades or updates to a System or any portion thereof and such upgrades or updates would be supported under any then current support program for the underlying System; however, additional support fees may apply. Convergys warrants that (1) the Software and System shall not contain code which may cause the Software to have the capability to replicate, transmit or activate itself, or the capability to alter, damage or erase any data or programs, without control of a person operating the equipment on which it is installed and (ii) unless expressly authorized in writing by Customer, the Software shall not contain any mechanism which electronically notifies Convergys of any fact or event, and shall not contain any key, node lock, time-out or other function, implemented by any type of means, which may restrict Customer's use of or access to any programs, data or equipment based on any type of limiting criteria, including frequency or duration of use. Notwithstanding anything in this Section to the contrary, Convergys does not provide any warranty as to or any warranty services for any Customer Components. Convergys's warranty is contingent upon proper use and application of the System and Software in the United States of America and in accordance with the applicable Documentation and does not cover repair or replacement caused by: (i) failure to provide a suitable environment prescribed by Convergys; (ii) neglect, accident, Force Majeure (including without limitation water, wind and lightning), transportation or vandalism; (iii) alterations or modifications that are not provided by Convergys; (iv) attachments, machines or accessories not provided by Convergys; or (v) maintenance or repair not performed by Convergys. Convergys shall, at its option, repair or replace any defective System or Software reported to Convergys during the warranty period. Customer acknowledges that Convergys has not made any representation or warranty (regarding the products and services that are the subject of this Agreement) that is not expressly set forth herein. EXCEPT AS SET FORTH HEREIN, CONVERGYS DISCLAIMS ANY WARRANTY WITH RESPECT TO THE MERCHANTABILITY, DESIGN, CONDITION, DURABILITY, PERFORMANCE, QUALITY, CAPACITY OR FITNESS FOR A PARTICULAR PURPOSE OF SUCH SERVICES OR PRODUCTS. Customer acknowledges and agrees that the pricing of the products and services that are the subject of this Agreement reflects the intent of the parties to limit Convergys's liability as provided herein. Customer agrees to assume the responsibility of insuring against or otherwise bearing the risk of greater damages.

6. **Patent, Copyright and Trade Secret Indemnity.** Convergys will indemnify, hold harmless and defend Customer at Convergys' own expense against any claim that any System or Software as sold or licensed by Convergys hereunder, infringes any United States copyright, patent or trade secret; subject to the terms of this paragraph and provided that Customer promptly notifies Convergys of any such claim, provides all reasonable assistance to Convergys and allows Convergys to have sole control of any resulting litigation and/or settlement negotiations. Convergys shall have no obligation with respect to any claim of infringement to the extent based upon or arising from: (a) the combination, operation or use by Customer or any of Customer's agents or subcontractors of any System or Software sold or licensed by Convergys with any other software, hardware or system (including, without limitation, Customer Components) if such infringement would have been avoided but for such combination, operation or use and provided that there are substantial non-infringing uses for the System or Software apart from such combination, operation or use; (b) Convergys' development of Software pursuant to Functional Specifications or any other development, design or customization of any Software or System pursuant to scripts or other requirements provided by or on behalf of Customer ("Customer Specifications") but only to the extent that such Customer Specifications do not provide Convergys discretion to avoid such infringement; or (c) any modification to any System or Software not made by Convergys. If a claim of infringement described above in this paragraph does occur, or in Convergys's opinion is likely to occur, Customer will permit Convergys, at its option and expense, (i) to modify the System or Software so that it is no longer infringing while performing substantially the same function, (ii) to obtain for Customer the right to continue using the System or Software at no expense to Customer, or (iii) if (i) and (ii) are not reasonably procurable, require Customer to return the System or Software in exchange for a refund of its purchase price, less depreciation based upon a straight-line ten (10) year basis. Customer will indemnify, hold harmless and defend Convergys at Customer's own expense against any claim of copyright infringement based on a Customer Specification that does not provide Convergys with discretion to avoid the infringement and any claim that any third party software, hardware or system used by or on behalf of Customer and at Customer's specific request infringes any United States patent or copyright. THE FOREGOING STATES THE ENTIRE OBLIGATION AND EXCLUSIVE

Sales Agreement

REMEDY OF CONVERGYS AND CUSTOMER, RESPECTIVELY, WITH RESPECT TO ANY CLAIM OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

7. **Recovery.** In each instance in which either party seeks to recover damages from the other party regardless of the legal theory upon which the claim is based (whether contract, tort, strict liability, indemnification, or some other theory), such party will only be liable for the amount of any direct actual loss or damage up to $100,000 ($25,000 for Software) (in either case, the "Cap Amount"). Under no circumstances will either party be liable for losses or damages resulting from (i) third party claims against the other party or claims by the other party based on third party claims (other than those referred to in and subject to the terms and conditions of Sections 4, 5 and 6), (ii) loss of stored, transmitted or recorded data, (iii) CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF BUSINESS OR REPLACEMENT SERVICES), SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THEIR POSSIBILITY OR SUCH DAMAGES WERE REASONABLY FORESEEABLE or (iv) delays in delivery or by any event that is beyond a party's control. This Section 7 sets forth the maximum collective responsibility of each party, its subsidiaries, affiliates, suppliers, subcontractors and other agents and all such parties are intended beneficiaries of this Section. The limitations set forth in this Section 7 shall not preclude either party from seeking injunctive relief. THE CAP AMOUNT SHALL NOT APPLY TO A PARTY'S LIABILITY UNDER SECTIONS 4, 5 AND 6 OR CUSTOMER'S LIABILITY FOR ANY PROGRESS PAYMENTS OR OTHER AMOUNTS PROPERLY DUE AND PAYABLE BY CUSTOMER TO CONVERGYS HEREUNDER, AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES (AS SET FORTH IN SECTION 7(iii) ABOVE) SHALL NOT APPLY TO A PARTY'S LIABILITY UNDER SECTION 6.

8. **Customer Components.**

(a) Customer may provide, or otherwise make available to Convergys, computer hardware, software, documentation, including end user manuals (together "Customer Components") under the terms of this Agreement. In the event Customer provides Customer Components to Convergys for incorporation into the System, the following shall apply:

(i) Customer Components shall be of a model/type acceptable to Convergys and must comply with Convergys's then current list of Customer Components that Convergys will accept for Integration;

(ii) Shipment of any Customer Components to Convergys shall be accompanied by a detailed list of all parts included in the shipment. Each part must be clearly labeled so that it can be verified against the detailed list by Convergys upon delivery. Such shipment must also contain specific written loading and configuration information for the integration of the Customer Components into a System, including, but not limited to, all required passwords, configuration information regarding the operating system, IP addresses, work group names, etc., to allow Convergys to be able to access the Customer Components to load the Convergys Software and build the integrated System;

(iii) A description of the Customer Components shall appear in the respective Order or Statement of Work for the System, along with the date that Customer commits to providing same to Convergys;

(iv) It shall be Customer's responsibility to ensure the Customer Components are reasonably insured at Customer's own cost.

(v) Customer agrees that Convergys will not be liable for any delays caused by Customer's untimely delivery to Convergys of any of the Customer Components or as result of any defective Customer Components.

(b) Customer agrees (i) that it has all necessary rights or title in the Customer Components and may provide the Customer Components to Convergys for the purpose of Convergys integrating the Customer Components into the System for the benefit of Customer; and (ii) that Convergys' use of the Customer Components in accordance with this Agreement will not violate any rights of a third party, including but not limited to, patent, copyright or trademark infringement and Customer will indemnify, hold harmless and defend Convergys at its own expense against any claim of infringement of any copyright, patent or trade secret that may arise due to Convergys' use of any Customer Components unless such use is beyond the scope necessary to perform this Agreement. This Section 8(b)'s above indemnity is in addition to, and not in limitation of, Customer's other indemnification obligations under this Agreement.

(c) Customer further agrees (i) that Convergys is not liable for damage to Customer Components other than damage caused by Convergys' gross negligence or intentional conduct, (ii) that Customer is responsible for any warranty claims for the Customer Component arising out of Convergys's use of the Customer Components. Any Customer Components that are found to be defective by Convergys or are damaged in transit to Convergys shall be the responsibility of Customer. Customer shall either (i) have Convergys return the defective Customer Component to Customer at Customer's expense and Customer shall be responsible for promptly replacing such defective Customer Component or (ii) provide for the third party supplier of such Customer Component to work with Convergys to correct the defect, at Customer's expense; and

(d) Convergys agrees (i) to use the Customer Components exclusively to carry out activities required to fulfill its obligations under the Agreement for the benefit of Customer; and (ii) to use reasonable care in its use of the Customer Components. Convergys shall promptly notify Customer of actual knowledge of any damage to the Customer Components.

9. **Additional Services.** In the event it is determined that prior to Acceptance a nonconformity, as set out in Section 2, is caused by Customer Components or a problem is not covered by the warranty as set out in Section 5 above, Customer agrees to pay Convergys, at

Sales Agreement

Convergys' then current hourly rates and prices, for all services rendered and replacement and/or spare parts provided hereunder that are not covered by the warranty provided that Customer has agreed in advance in writing to do so. A written request by any authorized employee of Customer for services or parts not covered by the warranty will serve as a purchase order for the requested services and/or parts, and Customer will pay for such services and/or parts within thirty (30) days from the date of invoice. Convergys may, in its sole and absolute discretion, require Customer to provide additional written confirmation of any such purchase order before the requested additional services and/or parts are provided.

10. **Miscellaneous**

a) **Term.** This Agreement shall be effective for one year after Convergys's acceptance (as evidenced by the date of Convergys's execution) and will renew annually unless either party gives written notice of its intent to terminate this Agreement to the other not less than 60 days prior to the forthcoming anniversary date of Convergys's execution. Either party may terminate this Agreement if the other party has breached any material agreement or obligation contained or referred to in this Agreement, provided that the non-breaching party has given the breaching party notice of such breach and there has been a failure to cure such breach, if curable, within thirty (30) days after receipt of such notice. Unless such breach has been cured, termination shall be effective thirty (30) days after receipt of such notice, and shall be without prejudice to any other right or remedy to which the non-breaching party may be entitled either at law, in equity, or otherwise, including, without limitation, under this Agreement. Either party may terminate this Agreement immediately at any time by written notice if the other party shall apply for or consent to the appointment of or taking of possession by a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property, or make general assignment for the benefit of creditors, or commence a voluntary case under the laws governing bankruptcy, as amended from time to time, or fail to contest an involuntary petition in a timely and appropriate manner (collectively, "Insolvency"). In addition, termination of this Agreement for any reason other than uncured breach or Insolvency shall not cancel any outstanding Orders and such documents and related transactions shall continue under the terms of this Agreement. Any termination of a license for Software on a System in accordance with this Agreement will also terminate any licenses for Software provided by third party vendors for use on such System.

b) **Change Control.** If Customer requests changes, or if Convergys determines that capabilities or other requirements requested by Customer represent changes to the applicable Order, a written change order must be signed by both parties to authorize such changes. The change order will set forth the changes, any price modifications, and any other applicable terms and conditions.

c) **Future Orders.** Customer may order additional Systems and Software, and additional components for any enhancements to previously purchased Systems and Software, pursuant to the terms and conditions of this Agreement and pursuant to an Order. Pre-printed terms and conditions on any purchase order form of Customer shall not become part of the Order or this Agreement and shall be of no force or effect.

d) **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Indiana applicable to contracts to be executed and performed entirely within such State.

e) **Cancellation.** Except as otherwise set forth in the applicable Schedule A, and subject to exercise by Convergys of commercially reasonable efforts to reallocate assigned resources and otherwise mitigate its costs, expenses and other damages, if an order is cancelled at Customer's request, Customer shall be liable for the payment of reasonable cancellation charges which shall not exceed the price of the items cancelled, but which shall include without limitation actual expenses incurred by Convergys prior to the cancellation date. Charges will include Convergys' direct charges incident to the order, properly allocable indirect charges and a reasonable profit pro rata to the percentage of completion of the Order and less amounts attributable to reassigned resources and mitigated costs, expenses and other damages. Cancellation shall not affect Customer's obligation to pay for items shipped prior to the cancellation date.

f) **Entire Agreement and Assignment.** This Agreement is the entire agreement, supersedes any prior purchase order or correspondence and may not be changed, modified or canceled except in a written document signed by both parties. Any Statement of Work and/or any Functional Specification executed by both parties in connection with an Order is incorporated into the Order, and each Order is incorporated into this Agreement. The obligations of Sections 4, 5, 6, 7, and 10 shall survive the termination of this Agreement, and the Software license granted hereunder shall survive so long as Customer continues to observe the obligations of Sections 3 and 4. If any provision or provisions of this Agreement are held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired thereby. To protect the parties' proprietary rights, neither this Agreement nor any rights under it may be assigned without the other party's prior written consent. Unless Convergys otherwise expressly agrees in writing, Customer agrees that, upon Customer's (i) disposition of all or substantially all of its assets, (ii) acquisition by a third party, whether by the acquisition of all or a majority of the voting shares of Customer or any of its affiliates, whether by shareholder agreement or otherwise, (iii) merger with or into a third party, sale, split-off or spin-off, or (iv) involvement in or with a transaction or series of transactions which give a third party effective control over Customer's business and/or operations (each a "Disposition"), Customer will ensure that (a) the Customer's purchaser or successor entity reaffirms and assumes in writing the rights and obligations under this Agreement, and (b) no such Disposition is consummated unless, in Convergys's reasonable determination, such purchaser or successor entity has the ability to meet Customer's obligations under this Agreement.

g) **Export.** If a System or any portion thereof is for use outside of the United States of America, the Customer may not export or re-export the System or any part thereof directly or through third parties, in contravention of any export laws, regulations or decrees of the United States government or any agency thereof, or of any other governmental authority or instrumentality to which it may be subject.

h) **Press Release.** Neither party may advertise or promote itself using the name, service mark or description of the other party

(including, but not limited to, disclosing the existence or contents of this Agreement), without the prior written consent of the other party in the case of each such use.

i) **Compliance with Laws.** Each party is responsible for ensuring that all of its offered goods and services, all materials it provides to the other party to be used in connection with the performance of this Agreement (including without limitation lists of persons to be called and specifications or scripts to be used), and all aspects of such party's business comply with all applicable laws, rules and regulations (collectively "Regulations") in all jurisdictions applicable to this Agreement.

j) **Dispute Resolution.** The parties agree to work in good faith to resolve any dispute or disagreement (collectively referred to herein as a "Dispute") arising between the parties promptly by negotiation between designated representatives of the parties who have authority to settle the Dispute and do not have direct responsibility for administration of this Agreement. The disputing party shall give the other party written notice of the Dispute, and the designated representatives will meet at a mutually acceptable time and place within thirty (30) days of the date of the disputing party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the Dispute.

k) **Notices.** All notices and other communications under this Agreement shall be in writing and shall be deemed duly given either (i) when delivered in person to the recipient named above; (ii) one business day after delivery to a reputable national overnight courier; or (iii) three business days after mailed either registered or certified U.S. mail, return receipt requested, postage prepaid, addressed by name and to Customer's address as first set forth above and to Convergys at the address set out in the footer of this Agreement.

l) **Waiver.** Any waiver by a party of any breach of any kind or character whatsoever by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement by such other party.

m) **Force Majeure.** Notwithstanding anything in this Agreement to the contrary, the obligations of Convergys or Customer will be suspended to the extent that such party is hindered or prevented from complying with this Agreement in any way because of matters outside of the party's reasonable control whether or not occurring at the site(s) from which services are delivered, including, without limitation: labor disturbances; acts of God (including without limitation lightning and unusually severe weather conditions); failure of a telecommunications carrier to provide lines or service; governmental regulations or interference; accidents; fires; explosions; acts of war or terrorism, or from any other similar or dissimilar cause beyond the reasonable control of such party (any such matter being a "Force Majeure"). If a party's obligations are suspended pursuant to this Section 10(m), such party shall not be liable to the other party or any third party for any claims, causes of action, loss or damage in any way arising out of or related to such Force Majeure or suspension of such party's obligations. Upon the cessation of a Force Majeure, such party's obligations shall resume.

n) **Restricted Rights.** If Customer is a U.S. Government user, the System, Software, Functional Specifications and/or Documentation are provided with **RESTRICTED RIGHTS.** Use, duplication and disclosure by the U.S. Government are subject to restrictions as set forth in Federal Acquisition Regulation (FAR) clause 52.227-19 (c)(2) or successor regulation thereto. Contractor/Manufacturer is Convergys, Inc., 17811 Waterview Parkway, Dallas, Texas, 75252.
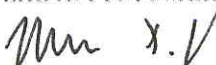
o) **Audits.** Upon reasonable advance notice given by a party, a party may audit the other party for the sole purpose of determining whether there has been compliance with the terms of this Agreement with relation to the license, confidentiality and intellectual property provisions of the agreement, subject to the following: (i) the audit will not occur more than once per year; (ii) the audit will be conducted during normal business hours; (iii) the audit will be conducted by the party's inside audit department or an independent auditor selected by such party and agreed to in writing by the other party and at the auditing party's expense; and (iv) with respect to any information received and/or disclosed in the course of such audit, a party, and its outside consultants and auditors shall be subject to the confidentiality provisions of this Agreement. Each party will retain all records pertaining to the above for the preceding three years, and will provide the other party with reasonable assistance and access to information in the course of such audit.

p) **Source code access.** Convergys and Customer shall enter into a separate agreement for the escrow of the source code, or Customer may become a party or beneficiary to an existing source code escrow agreement which is acceptable to Customer. Payment of the license fee shall entitle Customer to the Software in object code format only, except that Customer shall have the right to obtain source code directly from Convergys if any of the following events occurs and for any reason it is not possible or practicable for Customer to obtain source code from an escrow agent: (a) all or any material part of such source code is generally made available by Convergys without charge to other licensees of such software (in which case only the portion so made available to others will be provided to Customer); (b) Convergys ceases to do business for any reason; (c) Convergys ceases to generally offer the maintenance services provided for under this Agreement with respect to the then-current and prior two (2) versions of the Software; (d) Convergys admits in writing its inability to pay its debts as they become due; (e) Convergys makes a general assignment for the benefit of creditors; or (f) bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or similar proceedings are commenced by or against Convergys or all or any substantial part of its property under any federal or state law. Upon the occurrence of one or more of these events, and provided that Customer is not then in material default, Convergys shall provide to Customer, at no additional cost to Customer and within ten (10) days after Convergys' receipt of Customer's written request, one complete copy of the source code used in the preparation of the then-current version of the Software (and of any earlier

version, if requested by Customer), along with all documentation necessary for the use of such source code. Upon delivery of source code as set forth in this paragraph or in a separate escrow agreement, Convergys grants to Customer a nonexclusive, perpetual, irrevocable license to use the source code solely to maintain the Software for the uses permitted by this Agreement.

q) **Bankruptcy.** All rights and licenses granted under this Agreement by Convergys to Customer are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code, licenses of rights to "intellectual property" as defined under Section 101 of the Bankruptcy Code. The parties agree that Customer, as a licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the Bankruptcy Code. The parties further agree that, if a bankruptcy proceeding is commenced by or against Convergys under the Bankruptcy Code, Customer shall be entitled to a complete duplicate of (or complete access to, as appropriate) any such intellectual property and all embodiments of such intellectual property, and same, if not already in its possession, shall be promptly delivered to Customer upon Customer's written request (i) upon any such commencement of a bankruptcy proceeding, unless Convergys elects to continue to perform all of its obligations under this Agreement, or (ii) if not delivered under (i) above, upon the rejection of this Agreement by or on behalf of Convergys, Customer shall have the sublicensable right to modify, adapt and prepare derivative works based on such intellectual property only for maintenance, support and internal development purposes.

For CONVERGYS CUSTOMER MANAGEMENT GROUP, INC.	For Customer
Signature	_Signature_
Mark D. Harris	JOHN D. BEDIENT
	Name (Type)
Senior Vice President 6/19/2012	SR V.P. 6-18-12
Title Date	Title Date