

## INTERACTIVE LICENSE AGREEMENT

This INTERACTIVE LICENSE AGREEMENT ("Agreement") is entered into by and between Interactive Intelligence Inc. ("Interactive"), an Indiana corporation having its principal offices located at 7601 Interactive Way, Indianapolis, IN 46278 and the entity identified in Exhibit A hereto ("Customer") having its principal offices 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 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. Customer agrees that the terms and conditions of this Agreement will apply to any additional orders placed and received by Customer for any Interactive Software.

**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 RELATING TO THE INTERACTIVE SOFTWARE AND SUPPORT SERVICES OTHER THAN THE INTERACTIVE WARRANTY AND INDEMNIFICATION CLAIMS SPECIFICALLY CONTEMPLATED IN ARTICLES 4 AND 5 OF THIS AGREEMENT WILL BE MADE SOLELY AGAINST ELITE PARTNER AND NOT AGAINST INTERACTIVE.

### ARTICLE 2. INTERACTIVE SOFTWARE

**2.1 License to Software.** Subject to the terms of this Agreement including the limitations contained in Exhibit A, Interactive grants to Customer the licenses identified on Exhibit A to use the executable code version of the software identified on Exhibit A ("Interactive Software") and related documentation (collectively, "Licensed Materials") at the physical address identified in Exhibit A ("Designated Location"). Said licenses are non-exclusive and may not be transferred or assigned without Interactive's prior written authorization. Customer will not transfer the Interactive Software from the Designated Location to another location without Interactive's prior authorization. Such transfer, if authorized by Interactive, may be subject to an administrative fee not to exceed five hundred US dollars (\$500.00 US). Customer may permit its Affiliates to use the Interactive 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.

**2.2 License to Third Party Products.** Interactive hereby grants to Customer a license to use the third party software identified in Exhibit A ("Third Party Software") subject to certain addenda applicable to the respective Third Party Software, each of which is attached as an Exhibit hereto.

**2.3 Use Restrictions.** Customer will not create Derivative Works of, modify, assign, sublicense, sell, rent, reverse engineer, disassemble or decompile the Interactive Software. Any rights not expressly granted herein are reserved to Interactive. For purposes of this Agreement, the term "Derivative Works" means works of authorship based on the Licensed Materials, any Confidential Information of Interactive, or any other pre-existing works of Interactive. The Interactive Software may contain disabled functions. Customer will not access or attempt to access such disabled functions.

**2.4 Annual Registration.** So that Interactive can determine that all corrective code has been installed by Customer, to facilitate maintenance and support services and to prevent unauthorized use, on or within ninety (90) days before each anniversary of the Effective Date, Customer must register the Interactive Software by visiting [www.inin.com/licensemanagement](http://www.inin.com/licensemanagement) or contacting Elite Partner. Interactive will send reminders to Customer in advance of the registration deadline.

### ARTICLE 3. SERVICES

**3.1 Annual Support Plan.** Elite Partner will offer certain maintenance and support services ("Support Services") for the Interactive Software based on Interactive Annual Support Plan levels as determined by Interactive from time to time. Customer will purchase an Interactive Annual Support Plan from Elite Partner concurrent with purchase of the Interactive Software. Upon expiration of each Interactive Annual Support Plan, Customer may purchase a renewal at the same or a different level or may choose not to renew. Customer's Interactive Annual Support Plan will automatically renew at the same level unless Customer notifies Elite Partner of non-renewal or requests a change in the Interactive Annual Support Plan level at least ninety (90) days prior to expiration of Customer's Interactive Annual Support Plan, or such other time as mutually agreed by Customer and Elite Partner.

**3.2 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; provided that corrective code will be available only in connection with the Version that incorporates the last two (2) Service Releases. A Version is designated by a number followed by a decimal followed by another number such as 2.2, 2.3 and the like. A Service Release is a release of code incorporating more than one (1) item of corrective code. Corrective code may not be compatible with Versions other than the most current Version of the Interactive Software and may not be compatible with modified or customized Interactive Software.

**3.3 Data Backup.** Customer is responsible for safeguarding all programs, data and removable storage media at all times (including before and after any support service) and will take all necessary or prudent steps to backup its data. Interactive will have no responsibility for loss of or damage to Customer's data.

### ARTICLE 4. INTERACTIVE WARRANTY

**4.1 Software Warranty.** Provided that Customer is in compliance with this Agreement and has installed all corrective code available for the Interactive Software, beginning on the earlier of the date that the License Keys are downloaded or the date of the order for the Interactive Software, Interactive warrants to Customer that the un-customized, unmodified Interactive Software standing alone and excluding any Derivative Works will substantially conform to the documentation for a period of one (1) year. Customer's exclusive remedy for breach of this warranty will be that Interactive will, at its option, (i) use all reasonable efforts to fix or replace any non-conforming Interactive Software; or (ii) provide a refund to Customer for the nonconforming Interactive Software or component thereof. 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 the breach of this warranty, Customer may terminate its license to the non-conforming Interactive Software by returning to Interactive all copies of the non-conforming Interactive Software and other Licensed Materials, purging all copies of the non-conforming Interactive Software from all hardware or equipment, and delivering to Interactive an affidavit confirming that these actions have been completed. Interactive will then refund the license fees paid for the non-conforming Interactive Software. Interactive will have no liability or responsibility of any kind for: (i) Derivative Works; (ii) Interactive Software customized, configured, or modified by Customer, Interactive, Elite Partner, Interactive contractors or agents or any third party regardless of whether or not performed or created using Interactive tools, methods documented by Interactive, or training provided by Interactive, Elite Partner or Interactive contractors or agents; (iii) misuse of the Interactive Software or use contrary to the terms of this Agreement or the Interactive Software documentation; (iv) use of the Interactive Software in combination with any hardware or any third party software; (v) Interactive Software problems caused by improper installation; or (vi) Customer's failure to install the latest release of the Interactive Software or corrective code. Customer acknowledges that the Interactive Software has features that limit its operability outside the use authorized by this Agreement.

**4.2 No Other Warranties.** Nothing this Agreement, including without limitation, the description of any Interactive Annual Support Plan, will be interpreted so as to expand or extend any license, warranty or indemnity granted by, or any disclaimer of warranty or limitation on liability contained in, this Agreement.

**4.3 DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR REQUIRED BY APPLICABLE LAW, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE INTERACTIVE SOFTWARE AND SUPPORT SERVICES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY ELITE PARTNER, INTERACTIVE OR THEIR LICENSORS, CONTRACTORS OR AGENTS, OR OTHERWISE (INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED. BY WAY OF EXAMPLE AND NOT IN LIMITATION, INTERACTIVE DOES NOT WARRANT THAT USE OF THE INTERACTIVE SOFTWARE OR ANY PART THEREOF WILL BE UNINTERRUPTED OR ERROR FREE, THAT ALL DEFECTS IN THE INTERACTIVE SOFTWARE WILL BE CORRECTED, THAT NEW INTERACTIVE SOFTWARE RELEASES WILL BE COMPATIBLE WITH CUSTOMER'S CONFIGURATION OF THE INTERACTIVE SOFTWARE, WITH ANY CUSTOM MODIFICATIONS OF THE INTERACTIVE SOFTWARE, EVEN IF PERFORMED BY INTERACTIVE, ELITE PARTNER, OR THEIR CONTRACTORS OR AGENTS, OR WITH CUSTOMER'S HARDWARE OR THIRD PARTY SOFTWARE, OR THAT THE INTERACTIVE SOFTWARE

WILL OPERATE IN THE COMBINATIONS THAT MAY BE SELECTED BY CUSTOMER. THIRD PARTY SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND.

**4.4 LIMITATION OF LIABILITY.** INTERACTIVE WILL NOT BE LIABLE TO CUSTOMER 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, PHONE OR TELECOMMUNICATIONS CHARGES RESULTING FROM UNAUTHORIZED ACCESS TO CUSTOMER'S COMPUTERS, TELEPHONE EQUIPMENT OR LINES, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE INTERACTIVE SOFTWARE OR ANY SUPPORT SERVICES, REGARDLESS OF THE LEGAL THEORY ASSERTED, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF ELITE PARTNER OR INTERACTIVE HAS BEEN 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 UNDER THIS AGREEMENT FOR ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED (I) WITH RESPECT TO INTERACTIVE SOFTWARE, THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE INTERACTIVE SOFTWARE THAT CAUSED THE DAMAGES; AND (II) WITH RESPECT TO SUPPORT SERVICES, THE AMOUNTS ACTUALLY PAID BY CUSTOMER FOR THE SUPPORT SERVICES IN THE YEAR IN WHICH THE CLAIM AROSE.

#### ARTICLE 5. INTERACTIVE INDEMNIFICATION

**5.1 Interactive Indemnification.** Provided that Customer is in compliance with the terms of this Agreement, Interactive agrees to defend Customer against any claims by a third party that the un-customized, unmodified Interactive Software standing alone and excluding any Derivative Works infringes any United States patent, copyright or trade secret right of such third party, and Interactive will pay any damages and expenses finally awarded by a court. Customer will notify Interactive of any such claim within ten (10) days of receiving notice of such claim and provide reasonable assistance to Interactive with respect to handling such claim. Interactive will have the sole right to defend, negotiate and settle such claim. Interactive may, at any time and at its option and expense (i) procure the right of Customer to continue to utilize Interactive Software that may infringe or misappropriate a third party's rights; (ii) modify the Interactive Software so as to avoid such infringement; or (iii) accept the return of the Interactive Software and refund Customer the fee actually paid to Interactive by Elite Partner on Customer's behalf 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 such claims of infringement.

**5.2 Indemnity Exclusions.** In no event will Interactive have any obligation to indemnify Customer with respect to any claim resulting from: (i) use of the Interactive Software or any Derivative Work in combination with any other software or hardware, if the infringement would not have occurred but for such combination and even if Interactive, Elite Partner or either of their contractors or agents provided the other software or hardware; (ii) any alteration, configuration, customization or modification of the Interactive Software or Derivative Work even if undertaken by Interactive, Elite Partner or either of their contractors or agents and even if undertaken pursuant to Interactive documented methodology or training, if the infringement would not have occurred but for such alteration, configuration, customization or modification; (iii) failure to install corrected code or the most current Version of the Interactive Software; or (iv) creation of Derivative Works even if undertaken by Interactive, Elite Partner or either of their contractors or agents and even if undertaken pursuant to Interactive documented methodology or training.

#### ARTICLE 6. TERM AND TERMINATION

**6.1 Term of Agreement.** This Agreement will commence on the earlier of the date that the License Keys for the Interactive Software are downloaded or the date of the Elite Partner's order for the Interactive Software on behalf of Customer (the "Effective Date") and will continue until terminated by Interactive.

**6.2 Termination.** Interactive may terminate this Agreement upon notice and thirty (30) days opportunity to cure (if susceptible to cure) if Customer (a) breaches a material term of this Agreement, (b) attempts to assign this Agreement contrary to its terms, or (c) 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. Upon termination of this Agreement, Customer will purge all copies of the Interactive Software from its hardware and equipment, return to Interactive or destroy the Interactive Software, all other Licensed Materials, and all copies thereof, and deliver to Interactive an

affidavit signed by an officer of Customer certifying that such actions have been completed.

**6.3 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 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 proprietary rights in, or related to the Licensed Materials and Support Services are and will remain the exclusive property of Elite Partner, Interactive or their licensors, whether or not specifically recognized or perfected under applicable local law. Elite Partner, Interactive or their licensors will own all rights in all Derivative Works and any copy, translation, modification, adaptation or derivation, including any improvement or development, of the Licensed Materials and Support Services. Customer will not take any action that jeopardizes Elite Partner's, Interactive's or their licensors' proprietary rights or acquire any right in the Licensed Materials, Derivative Works or Support Services.

**7.2 Confidential Information.** Confidential Information means all information that is proprietary to Interactive, including without limitation, the Licensed Materials, Derivative Works, training materials, technical or non-technical information, data, ideas, concepts or 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. Confidential Information will not include: (i) information that is made generally available to the public without obligation of confidentiality; (ii) information that is or has been independently developed by employees of Customer who have not used or had access to the Confidential Information; 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 Customer is required by a court, government agency, or applicable law to disclose any Confidential Information of Interactive, Customer will notify Interactive immediately upon learning of such requirement so that Interactive has an opportunity to take action to protect the confidentiality and proprietary nature of the Confidential Information.

**7.3 Nondisclosure.** Customer acknowledges that Interactive's Confidential Information is confidential and proprietary to Interactive. Customer will take all reasonable precautions necessary to safeguard the confidentiality of the Confidential Information, including at a minimum, the precautions taken by Customer to protect its own confidential information. Customer will not disclose the Confidential Information in whole or in part to any third party except to Customer's employees or consultants who require access to the Confidential Information, provided that any such consultants agree in writing prior to disclosure to comply with the use and non-disclosure restrictions of this Agreement. Customer will not remove or deface, or allow the removal or defacement, of any confidential or proprietary notice placed on any Confidential Information.

#### 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, during normal business hours and no more than once in any twelve-month period, Interactive, Elite Partner, or their designees, will have the right to visit the premises of Customer and its Affiliates and review their systems, books and records for the purpose of conducting a business and technical audit to determine compliance with this Agreement. Should Interactive or Elite Partner determine that Customer or any Affiliate is not in compliance, Customer will, in addition to correcting any failure of compliance and paying any additional fees as may be due, pay the costs of the audit.

**8.2 Taxes.** Customer will report and pay all taxes, duties, and customs fees levied in connection with all payments made to Elite Partner hereunder, excluding taxes included on an invoice and taxes based on Elite Partner's net income or Interactive's net income. If the Customer's billing address is outside of the United States and Customer is required to withhold tax on any payment under applicable law, then Customer will automatically increase its payment so as to entirely offset such tax such that the amount actually remitted, net of all taxes, equals the amount due. Customer will promptly furnish Elite Partner and Interactive with the official receipt of payment of such taxes to the appropriate taxing authority.

**8.3 Compliance with Laws.** The Interactive Software is Commercial Computer Software under Federal Government Acquisition Regulations and agency supplements to them. The Interactive Software 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. The use, duplication or disclosure by the government is subject to restrictions as set forth in subdivision (c)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 and FAR 52.227-19(c). Each party will comply with all governmental laws, including federal, state, and local laws, statutes, rules and regulations and all

export, re-export controls applicable to the Licensed Materials and their use, this Agreement and the conduct of its business. Interactive is not responsible for providing, implementing, configuring, or coding the Interactive Software in a manner that complies with any laws or regulatory requirements that apply to Customer's business or industry, including without limitation, FTC or FCC regulations. Customer is responsible for ensuring compliance with all such applicable laws or regulations. Customer will indemnify and hold harmless Interactive, Elite Partner and each of their contractors and agents from any and all claims, costs and expenses arising out of or related to such claims.

**8.4 US Export Restrictions.** Customer acknowledges that the Licensed Materials, Derivative Works and other Confidential Information are subject to export controls under the U.S. Export Administration Regulations. Customer will (a) comply strictly with all legal requirements established under these controls, (b) cooperate fully with Elite Partner or Interactive in any official or unofficial audit or inspection that relates to these controls, and (c) not export, re-export, divert or transfer, directly or indirectly, any the Licensed Materials, Derivative Works or other Confidential Information to any country that is embargoed by Executive Order unless Customer has obtained prior written authorization of Interactive and the U.S. Commerce Department.

**8.5 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. 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. Interactive may assign any of its rights or responsibilities under this Agreement in whole or in part effective immediately without notice to Customer and Customer consents to such assignment in advance. Any assignment other than as provided in this Section is void and of no force or effect.

**8.6 Notices.** All notices and consents will be in writing and will be delivered by mail or by overnight courier.

**8.7 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 thereby. 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.

**8.8 Force Majeure.** Neither Interactive nor Customer will be liable by reason of any failure of performance hereunder if such failure arises out of causes beyond its reasonable control, despite its reasonable efforts and without its fault or negligence.

**8.9 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of Indiana, 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 and without regard to the United Nations Convention on Contracts for the International Sales of Goods.

#### **8.10 Arbitration.**

**8.10.1 Application.** This Section will only apply if Customer's principal offices are outside the United States.

**8.10.2 General.** Except as provide 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.** Interactive or Customer may file the appropriate notice at the Regional Office of the AAA in Chicago, Illinois, U.S.A. to initiate arbitration and such arbitration proceeding will take place in Chicago, Illinois, U.S.A. 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; and (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. 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 Section will prevent Interactive from seeking interim injunctive relief against Customer in the courts having jurisdiction over Customer.

**8.11 Legal Actions.** This Section will only apply if Customer's principal offices are within the United States. The Customer hereby consents to the personal jurisdiction and venue of the courts of the State of Indiana. 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.

**8.12 English Language.** The parties hereto 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. Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents, y compris tous avis, s'y rattachant, soient rédigés en langue anglaise seulement.

**8.13 Headings.** The headings of this Agreement are inserted only for convenience and will not be construed as a part of this Agreement. When appropriate in this Agreement, references to the singular will be read to include the plural and vice versa, and pronouns will be read to include the corresponding masculine, feminine, or neuter forms.

**8.14 Entire Agreement.** This Agreement 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.

**EXHIBIT A  
TO INTERACTIVE LICENSE AGREEMENT**

**INTERACTIVE SOFTWARE**

**Order No.:** \_\_\_\_\_

Licensee	Purchased Through
Customer Name:	Partner Name:
Customer Contact:	Partner Contact:
Customer Address:	Partner Address:
Customer Phone:	Partner Phone:

**1. Software**

Qty	Part Number	Description	Order Date

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 an Interactive 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.

**2. Third Party Software Products**

Qty	Part Number	Description	Order Date