

Call Center Services Agreement

This Call Center Services Agreement (the "Agreement") is made as of _____, 20__ (the "Effective Date") by and between <<Client>>, having its principal place of business at <<Address>> ("Client") and Interactive Contact Solutions, Inc., a Florida corporation having its principal place of business at 2650 Falkenburg Rd, Riverview, FL 33569 ("ICS"). Throughout this Agreement, the terms "you" and "your" refer to the Client named above, the terms "we" and "our" refer to ICS, the term "Parties" refers to both Client and ICS together, and the term "Party" refers to any party hereto individually.

1. Call Center. ICS shall operate a call center located at 2650 Falkenburg Rd., Riverview, FL 33569 to handle inbound telemarketing calls for Client to promote sales of satellite television/video service subscription.
2. Term and Termination. The initial term of this Agreement shall commence on the Effective Date and shall end one (1) year later (the "Initial Term"). Thereafter, the term of this Agreement will automatically extend for successive one (1) year periods unless either party delivers notice of its intention to not renew at least thirty (30) days prior to the expiration of the Initial Term or any renewal term. The Initial Term and any renewal terms are collectively referred to as the "Term." Either party may terminate this Agreement upon sixty (60) days' written notice; provided that if you or we are in material breach of this Agreement, then the non-breaching Party to this Agreement may terminate this Agreement immediately upon the failure by the breaching Party to cure such breach within thirty (30) days' written notice of the breach by the non-breaching Party.
3. Call Center Operations. We shall substantially follow all approved scripts and marketing tools as provided by Client, provision of which will be deemed to constitute your approval of such scripts and tools for use by us in communicating with your customers. You agree to provide us with all appropriate and reasonable training materials in conjunction with receiving inbound calls relating to the Client Product or Service and reasonable assistance in understanding such materials. ICS will not cross sell other clients' products or services when in the process of selling Client Products or Services unless such cross-selling is pre-approved by Client. We agree not to hold ourselves out as your affiliate or as you. We agree not to make representations regarding the Client Product or Service except as contained in scripts and marketing tools provided by Client or as otherwise approved by Client. ICS shall at all times employ sufficient call center representatives and deploy sufficient equipment to handle call volume and maintain ICS internal service levels.
4. Data Transmission. We agree to transmit, within a reasonable time, all completed orders received by us for Client Products or Services. You shall be responsible for establishing policies and rules for the collection and payment of shipping charges, handling charges, insurance charges, and all state and local sales or other applicable taxes. We will not be responsible or liable for any costs relating to any checking or credit card accounts, or related fees or taxes in connection with the sale or provision of Client Products or Services. You shall be responsible for the collection of any fees due and for reporting and paying any and all state and local sales taxes and any other applicable taxes in connection with the sale or provision of Client Products or Services.
5. Compliance with Law. We will substantially comply with, and will reasonably monitor and train our employees to promote compliance with, all applicable laws and regulations related to our provision of services to you hereunder, except as would not reasonably be expected to cause you material loss or harm.
6. Telephone Number Utilization. You will provide us with toll-free long distance numbers that will be redictored to our telecommunications system. We will be responsible for programming such telephone numbers as agreed between you and us. In the event that this Agreement is terminated, we may direct our employees and agents to inform callers that we are no longer taking calls on your behalf. We will not be liable to you or any other person for direct or indirect claims, loss, injury, damage, or cost sustained in connection with the termination of your or our right to use any telephone numbers provided to our system.

7. Payments. As compensation for the call center services provided hereunder, you shall compensate us in accordance with the provisions of Schedule A, attached hereto.
8. User Information. Beginning from the Effective Date, we will, subject to applicable laws, privacy policies, contractual and other obligations, disclose to you certain identifying information we obtain from each prospective customer of Client. We agree that you will own all rights in and to user information of your customers. You grant us a license to use such information solely to the extent necessary to carry out our obligations under this Agreement.
9. Confidentiality. In connection with our provision of services to you, each of us may have access to proprietary information, trade secrets, and/or other confidential information made available by the other, and each of us agrees to protect that confidential information in the same manner as we would protect our own confidential information of like kind, and in any case with no less than a commercially reasonable degree of care, for not less than five (5) years following termination of this Agreement. Each party understands that confidential information of the other includes designs, creations, improvements, works of authorship, processes, know-how, techniques, customer lists, customer information, ideas, discoveries, and/or developments previously created and utilized by such party, whether or not copyrightable, trademarkable or patentable, hereinafter referred to as intellectual property. All rights, title and interest in such intellectual property, including the right to reproduce copies, to prepare derivative works, and to distribute copies to the public by sale or other transfer of ownership shall remain with the originating party, and the other party shall not hold any right, title or interest in such intellectual property. This provision shall not apply to any information that (a) is or becomes public information, not due to the fault of either party or (b) was known by the other party prior to the Effective Date and shall not preclude a Party from disclosing any information that it is compelled to disclose by law.
10. Except as expressly provided in this Agreement, to the maximum extent permitted by law, ICS disclaims all warranties and conditions, whether express, implied or statutory, relating to the services or products provided under this Agreement, including, but not being limited to, all warranties and conditions of merchantability, merchantable quality, fitness for a particular purpose, title, lack of viruses, and non-infringement.
11. Except as provided in section 16 hereof, to the maximum extent permitted by law, Neither Party shall be liable to the other or any other person for any special, incidental, indirect, consequential, exemplary or punitive damages, whether in an action of contract, strict or statutory liability, tort (including negligence) or other theory of liability (including breach of warranty), arising out of or in any way connected with this Agreement, even if ICS has been advised of the possibility of such damages, including, but not limited to, damages for loss of use, delay, loss of business, loss of revenue, profits or savings, business interruption loss, loss or corruption of information or data, loss of privacy, loss of goodwill, and liability to third parties.
12. In no event will ICS's liability arising out of or in any manner connected with or relating to this Agreement exceed, in the aggregate, the total fees paid to us by you under this Agreement for the one hundred eighty (180) day period immediately preceding the act, event or omission serving as the basis for the claim giving rise to such liability or obligation.
13. Force Majeure. Except for the obligation to make payments due hereunder, neither party will be liable for any delays or failures to perform due to causes beyond such party's commercially reasonable control, including, without limitation, acts of God, war, riots, labor disturbances, or acts of government or military authorities.
14. Authority. Each Party represents and warrants that (a) it has full corporate power and authority to enter into this Agreement and to perform its obligations hereunder, (b) that this Agreement is the binding legal obligation of such party, enforceable against such party in accordance with its terms, and (c) in performing this Agreement, it will comply in all respects with all applicable laws and regulations.

15. Indemnification. Client agrees to indemnify, defend and hold ICS harmless for any damages caused by any falsity, inaccuracy, or materially misleading information included in Client's description of the Client Products or Services or the scripts, marketing tools or related assistance provided by Client.
16. Choice of Law. This Agreement shall be construed and governed by the internal laws of the State of Florida (except that any law that would cause the application of the substantive or procedural law of any other state shall not apply). Each party irrevocably agrees that any legal action, suit, or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in the appropriate state or federal district court sitting in Hillsborough County, Florida.
17. Standstill. Prior to initiating any legal action, the initiating party shall give the other party sixty (60) days written notice of its intent to file an action. During such notice period, the Parties will endeavor to settle amicably by mutual discussions any disputes, differences, or claims whatsoever related to this Agreement. Failing such amicable settlement and expiration of the notice period, any controversy, claim, or dispute arising under or relating to this Agreement, shall finally be settled in a court of competent jurisdiction as set forth herein. Should either of us institute legal action concerning this Agreement, the prevailing party will be entitled, in addition to such other relief as may be granted, to recover reasonable attorney's fees and all other related court costs.
18. Each party, as a condition of its right to enforce or defend any right under or in connection with this Agreement, waives any right to a trial by jury and agrees that any action shall be tried before a court and not before a jury.
19. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, except that Client may not assign or transfer its rights or obligations under this Agreement without the prior written consent of ICS.
20. Entire Agreement. This Agreement sets forth the complete agreement between us and supersedes all prior agreements or understandings relating to any project or product. No amendment, alteration, or modification of this Agreement will be valid or binding upon either party except by an instrument in writing signed by both of us.
21. Counterparts. The parties may execute this Agreement, including by means of facsimile signature pages, in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

The Parties have executed this Agreement to become binding and effective as of the latest date written below.

Interactive Contact Solutions, Inc.
2650 South Falkenburg Road
Riverview, Fl 33569

Client: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Schedule A

Payment Terms

Payment will be based on activations and the rates will be volume based as follows:

0-249 activations per month \$60
250-499 activations per month \$55
500 + activations per month \$50

ICS will bill client twice a month with a 15 day net. In the event that a payment is more than (15) days past due, a two percent (2%) finance charge payable by you shall be imposed upon the past due amount and the amount shall begin to accrue interest at the lesser of ten (10%) per yer, compounded daily based on 365 day year, or the highest amount of interest permissible by law.

ICS can up sell voice and or data services by client for a negotiated fee.