

OUTSOURCING AGREEMENT FOR CALL CENTER SUPPORT

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF CALL CENTER]
[address]
("CALL CENTER")

- and -

[NAME OF CLIENT]
[address]
("CLIENT")

RECITALS:

WHEREAS, CLIENT is engaged in the business of _____ via its Internet website (the "Website") and through its toll-free telephone number _____ (the "Toll-Free Number"); and

WHEREAS, CLIENT desires to retain the services of CALL CENTER to provide customer support and telemarketing services to customers and potential customers of CLIENT's business (each, a "Customer"), and CALL CENTER desires to provide such services, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

ARTICLE 1 – TERMS OF ENGAGEMENT & DESCRIPTION OF SERVICES

1.1 Engagement of CALL CENTER

Subject to the terms and conditions of this Agreement, CLIENT hereby retains CALL CENTER to provide the customer support and telemarketing services set forth below (collectively, the "Services"), and CALL CENTER hereby accepts such engagement.

- (a) CALL CENTER will provide CLIENT teleservice support for CLIENT Customers who have purchased or are interested in purchasing CLIENT's products from the Website. CALL CENTER will provide such services in accordance with the specifications set forth on Schedule "A" attached hereto and made a part hereof (collectively, the "Teleservices").
- (b) CALL CENTER will also provide such additional related services as set out in this Agreement (herein "Related Services") including, without limitation, the following:
 - (i) CALL CENTER will forward to CLIENT any requests for information submitted by CLIENT's Customers. The parties agree that CLIENT is responsible for fulfilling such requests. Should the foregoing obligation significantly interfere with its primary Service activities, the parties agree that to work cooperatively to find a suitable solution.
 - (ii) CALL CENTER agrees to provide CLIENT with such information and reports related to Services created by the CALL CENTER telephone system. The initial list of reports are set forth on Schedule "B" annexed hereto and made a part hereof. Additional reports, as agreed to by the parties, shall be provided by CALL CENTER during the Term and shall be deemed included on the attached Schedule "B" effective as of the date agreed to by the parties.

- (iii) As set forth in Schedules A and B annexed hereto, CALL CENTER agrees to allow CLIENT, through reasonable mechanisms to be made available by CALL CENTER to CLIENT, to monitor CALL CENTER's service handling of Customers, provided that such monitoring does not significantly interfere with CALL CENTER's provision of primary Services hereunder. CLIENT agrees to provide CALL CENTER with any and all information, reports, or feedback related to Service quality, generated by such monitoring.

1.2 Products

CALL CENTER will provide the Services for all goods and services offered by CLIENT through the Website and the Toll-Free Number (collectively, the "Products"). If new Products (other than any usual and customary updates, upgrades, new versions, extensions or evolutionary developments to the Products as would typically be expected to occur in products and services such as the Products) are introduced during the Term of this Agreement, CLIENT shall provide reasonable advance notice of and information about such new Products to CALL CENTER to enable CALL CENTER to inform and train its Call Center Representatives ("CSRs") as necessary and appropriate to provide quality Services with respect to such new Products. The provision of any Services for such additional Products by CALL CENTER may require an adjustment of the fees set forth on Schedule "E" annexed hereto, but only if the additional Products are of a nature so as to require materially more (or materially different and more expensive) resources from CALL CENTER in order for CALL CENTER to provide quality Services meeting the performance requirements set forth in this Agreement.

1.3 Hours of Operation

CALL CENTER will provide the Teleservices 365 days per year, from _____ AM to _____ PM, _____ Time [insert appropriate time zone], Monday through Friday, and from _____ AM to _____ PM, _____ Time [insert appropriate time zone], Saturdays and Sundays and holidays (Christmas Day, New Years Day, Good Friday, Thanksgiving), commencing on _____ [insert date] (the "Effective Date").

1.4 Call Center Facility

CALL CENTER will utilize its support facility located at _____ (the "Facility") for delivery of Services for the Products. The Facility will be equipped with telephone systems, computer systems, and various call center support and call monitoring tools, to be used in the delivery of the Services. CALL CENTER shall bear all expenses of operating the Facility, including all expenses for equipment and systems necessary to connect to any telecommunications circuits or facilities utilized by CLIENT to direct calls to the Facility. The capabilities to be maintained by CALL CENTER with respect to the Facility are more particularly set out in Schedule "B" annexed hereto.

ARTICLE 2 - SERVICE LEVELS

2.1 Definitions

"Automated Call" means an Inbound Call that is delivered to an electronic voice message rather than to a CSR as the means of providing Services to a Customer.

"Contact" means a support incident, defined as a single inbound support request via telephonic voice (a "Voice Contact"), fax or written or electronic correspondence (an "E-mail Contact") regarding any Product.

"Handling Time" means (i) in the case of an Inbound Call from a Customer or an outbound callback to a Customer, the time that is measured from when the call is physically answered by the CSR or the Customer respectively until the call is physically terminated; and any additional follow-up performed related to such call prior to the CSR becoming physically available to receive the next Inbound Call or to make the next Customer callback, and (ii) in the case of an Automated Call, the time that is measured

from when the caller enters CALL CENTER's Voice Response Unit (VRU) until such caller leaves the VRU.