



## AGREEMENT Patron Live Chat Services

Client Name: \_\_\_\_\_

Street: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

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### SERVICES

Unique Integrated Communications, Inc. (UNIQUE) and the Client named above enter this agreement for Live Chat Patron Communications Services to be provided by UNIQUE on behalf of Client. UNIQUE shall provide Client with the services specified in Exhibit A in accordance with the terms and conditions of this Agreement.

### CONFIDENTIAL INFORMATION

Each party agrees that: (1) it will not disclose to any third party any Confidential information disclosed to it by the other party except as expressly permitted in this Agreement; (2) it will not use any Confidential Information disclosed to it by the other party except as necessary to perform its obligations under this Agreement; and (3) it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other party in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance.

All information about Customers/Patrons, including, without limitation, names, phone numbers, email addresses, postal addresses, and any other data that is accessible through and/or received or collected by UNIQUE in the course of performing the Services (collectively, Customer Information), shall be the Confidential Information and exclusive property of Client.

UNIQUE will ensure it has in place and at all times maintains appropriate security measures consistent with prevailing industry standards to safeguard the receipt, collection, transmission and storage of all Customer Information and the delivery of such Customer Information to Client.

UNIQUE may only use the Customer Information for the purpose of performing its obligations under this Agreement, and will not make any other use of the Customer Information except as otherwise specifically permitted by the terms of this Agreement. UNIQUE agrees not to sell, share or otherwise transfer the Customer Information to any third party without Client's prior written consent.

**TERM**

The term of this Agreement shall be determined by service plan selected by Client below. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party that remains uncured for a period of thirty (30) days following receipt of written notice.

**PRICING**

Discounted implementation fee of \$795 shall be due upon contract execution. Risk-free trial includes 10% service discount and no invoice for 90 days. Upon completion of trial period, client will be invoiced for 90 days of service or pro-rated amount if trial is discontinued prior to 90 days. Client may continue service with either a 12-month service agreement at 10% discount or a month-to-month agreement at regular price. Prices are valid for twelve (12) months from contract execution date.

Annual Circulation	TRIAL PLAN (-10%) 30 Days / 90 Days	MONTH-TO-MONTH PLAN Month / Year
1-3 Million	\$895 / \$2,685	\$995 / \$11,940

Implementation fee:     \$795

**SIGNATURES**

\_\_\_\_\_

Client Representative

\_\_\_\_\_

Unique Integrated Communications Representative

\_\_\_\_\_

Date

\_\_\_\_\_

Date

## Exhibit A

### **Basic description of service:**

CLIENT will designate website pages and patron questions appropriate handling by UNIQUE. Detailed scope of service parameters will be defined during implementation of service.

The hours that chats are answered by UNIQUE staff will be at the discretion of CLIENT, up to the full duration of UNIQUE's current operating hours (all times Eastern):

- Monday – Friday: 8 a.m. – 11 p.m.
- Saturday: 9 a.m. – 9 p.m.
- Sunday 12 p.m. – 9 p.m.

UNIQUE maintains the following holidays and will not be available to provide chat coverage on these days:

- New Year's Day
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving Day
- Christmas Day

UNIQUE staff will provide a customized, client-specific greeting to the calling party.

UNIQUE staff will engage with library patrons over chat in a warm, engaging, and positive manner.

UNIQUE staff will ascertain the nature of the patron's inquiry and log, in a computer interface, the nature and reason(s) for the chat.

All chats will be transcribed and retained in UNIQUE systems for 180 days, or a period determined by CLIENT. UNIQUE will provide a web-based reporting interface for CLIENT staff. This interface will provide the ability to retrieve the chat transcripts and view detail and aggregate statistics regarding all patron interactions.

### **Implementation of service:**

UNIQUE will provide an implementation plan led by a dedicated UNIQUE Project Manager. The implementation project will consist of gathering of CLIENT requirements, creating a plan for technical changes and configurations necessary to implement the plan, mapping of common workflow issues, training of UNIQUE staff on specific CLIENT policies and procedures, go-live testing, training of CLIENT staff on UNIQUE web-tools, and creation of CLIENT-specific computer interfaces used in handling incoming CLIENT patron chats.

UNIQUE will work with library technical staff to embed Unique's live chat software on the relevant pages of the library website.

UNIQUE staff will be trained in the relevant account and circulation policies applicable to CLIENT. UNIQUE will maintain a consistent level of trained staff adequate to handle the number of incoming calls expected for CLIENT.

UNIQUE staff will be trained and given access to relevant CLIENT computer systems necessary to render service to customers, such as CLIENT'S ILS system. All software licensing related to these computer systems will be provided by CLIENT.