
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): November 14, 2016

INCONTACT, INC.
(Exact name of registrant as specified in its charter)

**Delaware
(State or other jurisdiction
of incorporation or organization)**

**1-33762
(Commission
File No.)**

**87-0528557
(IRS Employer
Identification No.)**

**75 West Towne Ridge Parkway, Tower 1, Sandy, UT 84070
(Address of principal executive offices)**

**(801) 320-3200
(Registrant's telephone number)**

**Not Applicable
(Former name or address, if changed since last report)**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Introductory Note

inContact, Inc. (the “Company”) previously entered into an Agreement and Plan of Merger (the “Merger Agreement”), dated as of May 17, 2016, by and among the Company, NICE Ltd. f/k/a NICE-Systems Ltd., a company organized under the laws of the State of Israel (“Parent”), and Victory Merger Sub Inc., a Delaware corporation and a wholly owned indirect subsidiary of Parent (“Merger Subsidiary”). This Current Report on Form 8-K is being filed in connection with the completion on November 14, 2016 (the “Closing Date”) of the transactions contemplated by the Merger Agreement (the “Merger”).

Item 1.01 Entry into a Material Definitive Agreement.

In connection with the closing of the Merger, on November 14, 2016, Parent, as a guarantor, and NICE Systems Inc., as the borrower, entered into a \$550 million senior secured credit agreement with a syndicate of lenders, with JPMorgan Chase Bank, N.A. acting as the administrative agent for such lenders (the “Credit Facility”). The Credit Facility consists of a \$475 million term loan facility (the “Term Facility”), the proceeds of which have been used to finance the Merger and pay fees and expenses in connection therewith, and a \$75 million revolving loan facility (the “Revolving Facility”), the proceeds of which may be used for working capital and other general corporate purposes. Unless terminated earlier, each of the Term Facility and the Revolving Facility will mature on November 14, 2021. The obligations under the Credit Facility are jointly and severally guaranteed by Parent and most of Parent’s Israeli and U.S. subsidiaries (including the Company and its U.S. subsidiaries) on an unconditional basis pursuant to a customary guarantee agreement, and are secured by substantially all of the assets of such guarantors and of Nice Systems Inc. pursuant to a customary security agreement, in each case subject to customary exceptions.

On November 14, 2016, the Company entered into a first supplemental indenture (the “First Supplemental Indenture”) with Wells Fargo Bank, National Association, as Trustee (the “Trustee”), supplementing the Indenture between the Company, and the Trustee, dated as of March 30, 2015 (the “Indenture”) governing the Company’s 2.50% Convertible Senior Notes due 2022 (the “Convertible Notes”). The First Supplemental Indenture was executed in connection with the closing of the Merger pursuant to the terms of the Indenture and provides that, at and after the effective date of the Merger, the consideration due upon conversion of each \$1,000 principal amount of Convertible Notes shall be solely cash in an amount equal to the applicable Conversion Rate as defined in and as may be increased in accordance with the Indenture multiplied by the consideration under the Merger Agreement of \$14.00 per share.

A copy of the First Supplemental Indenture is filed as Exhibit 4.2 hereto and is incorporated herein by reference. The description of the First Supplemental Indenture contained herein is qualified in its entirety by the full text of such exhibit.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On November 14, 2016, the Company completed its previously announced Merger. Pursuant to the Merger Agreement, Merger Subsidiary merged with and into the Company, with the Company surviving as a wholly-owned indirect subsidiary of Parent.

Pursuant to the Merger Agreement, at the effective time of the Merger (the “Effective Time”), each share of the Company’s common stock, par value \$0.0001 per share (“Company Stock”) issued and outstanding immediately prior to the Effective Time (other than shares owned by the Company or any of its subsidiaries, Parent, Merger Subsidiary or any other subsidiary of Parent) was converted into the right to receive \$14.00 in cash, without interest, and less any applicable withholding taxes (the “Merger Consideration”).

The aggregate Merger Consideration paid by Parent was approximately \$900 million, without giving effect to related transaction fees and expenses. Parent funded the aggregate Merger Consideration through cash on hand and the proceeds of the Term Facility.

The foregoing summary of the Merger Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Merger Agreement, which is filed as Exhibit 2.1 hereto and incorporated herein by reference.

A copy of the joint press release of the Company and Parent announcing the completion of the Merger is attached as Exhibit 99.1 hereto and incorporated herein by reference.

Item 3.01 Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.

On November 14, 2016, in connection with the consummation of the Merger, the Company notified The NASDAQ Capital Market (“NASDAQ”) that the Merger had been consummated, and requested that the trading of Company Stock on NASDAQ be suspended and the listing of the Company Stock on NASDAQ be removed. Trading of common stock on NASDAQ was suspended prior to the opening of trading on November 14, 2016. In addition, the Company requested that, upon consummation of the Merger, NASDAQ file with the Securities and Exchange Commission (the “SEC”) an application on Form 25 to delist the Company Stock shares from NASDAQ and to deregister the Company Stock shares under Section 12(b) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). The Company intends to file with the SEC a certification on Form 15 to request that the Company’s reporting obligations under Sections 13 and 15(d) of the Exchange Act be suspended.

Item 3.03 Material Modification to Rights of Security Holders.

The information set forth under Item 2.01 and 3.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.03.

Item 5.01 Changes in Control of Registrant.

The information set forth under Item 2.01 and Item 5.02 of this Current Report on Form 8-K is incorporated by reference into this Item 5.01.

A change in control of the Company occurred on November 14, 2016, upon the filing of the certificate of merger with the Secretary of State of the State of Delaware, at which time Merger Subsidiary merged with and into the Company. Upon the consummation of the Merger, the Company became a wholly-owned indirect subsidiary of Parent.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

As of the Effective Time, pursuant to the terms of the Merger Agreement, each of the Company’s directors immediately prior to the Effective Time (Theodore Stern, Paul Jarman, Steve Barnett, Blake O. Fisher, Jr., Paul F. Koeppel, Mark Emkjer and Hamid Akhavan) ceased to be directors of the Company, and Barak Eilam and Eran Porat became directors of the Company.

Item 8.01 Other Events.

Under the terms of the Indenture, the consummation of the Merger constituted a Fundamental Change and a Make-Whole Fundamental Change, as defined in the Indenture. As a result, holders of the Convertible Notes are permitted to choose (i) to convert their Convertible Notes at a temporarily increased conversion rate, (ii) to require the Company to repurchase their Convertible Notes for a price equal to their principal amount plus accrued but unpaid interest to but excluding the repurchase date, or (iii) to continue holding their Convertible Notes. The options of the holders of the Convertible Notes as a result of the consummation of the Merger are further described in a Notice of Anticipated Merger Event (the “Notice to Holders”), which the Company caused to be delivered to the holders of the Convertible Notes on November 11, 2016.

A copy of the Indenture is filed as Exhibit 4.1 hereto and is incorporated herein by reference. The above description of the Convertible Notes contained herein is qualified in its entirety by the full text of such exhibit.

A copy of the Notice to Holders is filed as Exhibit 99.2 hereto and is incorporated herein by reference. The above description of the Notice to Holders contained herein is qualified in its entirety by the full text of such exhibit.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits:

- 2.1 Agreement and Plan of Merger, dated as of May 17, 2016, by and among inContact, Inc., NICE-Systems Ltd., and Victory Merger Sub Inc. (incorporated herein by reference to Exhibit 2.1 to Current Report on Form 8-K filed by inContact, Inc. on May 18, 2016).
 - 4.1 Indenture between inContact, Inc., and Wells Fargo Bank, National Association, dated as of March 30, 2015 (incorporated herein by reference to Exhibit 4.1 to Current Report on Form 8-K filed by inContact, Inc. on March 30, 2015).
 - 4.2 First Supplemental Indenture between inContact, Inc., and Wells Fargo Bank, National Association, dated as of November 14, 2016.
 - 99.1 Joint Press Release of inContact, Inc. and NICE Ltd., dated November 14, 2016.
 - 99.2 Notice of Anticipated Merger Event, dated November 11, 2016.
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SIGNATURES

Pursuant to the requirements of the Securities and Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

inContact, Inc.

Date: November 14, 2016

By: /s/ Gregory S. Ayers
Gregory S. Ayers, Chief Financial Officer

INCONTACT, INC.

AS ISSUER

2.50% CONVERTIBLE SENIOR NOTES DUE 2022

FIRST SUPPLEMENTAL INDENTURE

Dated as of November 14, 2016

To Indenture Dated as of March 30, 2015

WELLS FARGO BANK, NATIONAL ASSOCIATION

AS TRUSTEE

FIRST SUPPLEMENTAL INDENTURE (this “Supplemental Indenture”), dated as of November 14, 2016, between inContact, Inc., a Delaware corporation (“Company”), and Wells Fargo Bank, National Association, a national banking association, (the “Trustee”), as trustee under the Indenture dated as of March 30, 2015, between the Company and the Trustee (the “Original Indenture”; the Original Indenture as amended and supplemented from time to time and as further amended and supplemented by this Supplemental Indenture, the “Indenture”).

RECITALS

WHEREAS, the Company and the Trustee have heretofore entered into the Original Indenture dated as of March 30, 2015, among the Company and the Trustee to provide for the issuance of the Company’s 2.50% Convertible Senior Notes due 2022 (the “Notes”),

WHEREAS, the Company, NICE-Systems Ltd., a company organized under the laws of the State of Israel (“Parent”), and Victory Merger Sub Inc., a Delaware corporation and a wholly owned indirect subsidiary of Parent (“Merger Subsidiary”) entered into an Agreement and Plan of Merger, dated as of May 17, 2016 (the “Merger Agreement”);

WHEREAS, the Merger Agreement provides for the merger of the Merger Subsidiary with the Company, with the Company being the surviving corporation and becoming a wholly owned indirect subsidiary of Parent (the “Merger”), and upon completion of the Merger each share of the Company’s common stock issued and outstanding immediately prior to the completion of the Merger, other than unvested restricted shares and shares held by a stockholder who perfects appraisal rights in accordance with Delaware law, will automatically be cancelled and converted into the right to receive \$14.00 in cash, without interest;

WHEREAS, on August 11, 2016, the stockholders of the Company approved the Merger;

WHEREAS, the other conditions to effectuating the Merger set forth in the Merger Agreement have been satisfied or waived so that the effective date of the Merger is November 14, 2016;

WHEREAS, in connection with the foregoing, Section 10.08(a) of the Original Indenture provides that the Company and the Trustee shall execute a supplemental indenture providing that, at and after the effective time of the Merger, all conversions of Notes that occur after the effective date of the Merger shall be effectuated in the manner set forth in the first sentence of this Section 10.08(a) of the Original Indenture, and subsequent adjustments to the Conversion Rate (as defined in the Original Indenture) pursuant to Section 10.05 of the Original Indenture shall be effectuated in a manner that would have an economic effect on the holders of the Notes as nearly equivalent as practicable to the economic effect the adjustments provided by such Section 10.05 would have had on the holders of the Notes but for the Merger;

WHEREAS, the Company desires that the Trustee join with it in the execution and delivery of this Supplemental Indenture, and in accordance with Sections 9.01(d), 9.03, 10.08, 12.03, and 12.04 of the Original Indenture the Company has delivered an Officers’ Certificate and Opinion of Counsel to the Trustee responsive to and in compliance with the matters stated therein; and

WHEREAS, all conditions necessary to authorize the execution and delivery of this Supplemental Indenture have been complied with or have been done or performed by the Company.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, the Company and the Trustee agree as follows for the equal and ratable benefit of each other and the Holders of the Notes:

1. Effect of Merger on Conversion

1.1. In accordance with Section 10.08(a) of the Indenture, at and after the effective date of the Merger (a) all conversions of the Notes that occur after the effective date of the Merger shall be effectuated in the manner set forth in the first sentence of Section 10.08(a) of the Indenture, and (b) subsequent adjustments to the Conversion Rate pursuant to Section 10.05 will be effectuated in a manner that would have an economic effect on the Holders as nearly equivalent as practicable to the economic effect the adjustments provided by Section 10.05 of the Indenture would have had on the Holders but for the Merger.

2. Miscellaneous

2.1 Relationship to Indenture. For all purposes of this Supplemental Indenture, except as otherwise expressly provided for or unless the context otherwise requires:

- (a) Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Original Indenture;
- (b) Terms defined herein and in the Original Indenture shall have the meanings assigned to them herein; and
- (c) Provisions of this Supplemental Indenture that conflict with or are otherwise inconsistent with provisions of the Original Indenture shall be deemed to supersede and amend the Original Indenture for all purposes with respect to the Notes.

2.2 Effect of this Supplemental Indenture. The Original Indenture shall be modified in accordance herewith, and this Supplemental Indenture shall form a part of the Indenture for all purposes; and every Holder of Notes heretofore or hereafter authenticated and delivered under the Indenture shall be bound hereby.

2.3 Trustee Matters. The recitals in this Supplemental Indenture are made by the Company only and not the Trustee, and the Trustee assumes no responsibility for their correctness. All of the provisions contained in the Original Indenture in respect of the rights, privileges, immunities, powers and duties of the Trustee shall be applicable in respect of the Notes and of this Supplemental Indenture as fully and with like effect as set forth in full herein, except as expressly modified hereby. The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture.

2.4 Governing Law. THIS SUPPLEMENTAL INDENTURE AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS

SUPPLEMENTAL INDENTURE, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

2.5 Separability Clause. In case any provision of this Supplemental Indenture shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

2.6 Counterpart Originals. This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Supplemental Indenture by facsimile or electronic mail in portable document format (PDF) shall be effective as delivery of a manually executed counterpart of this Supplemental Indenture.

2.7 Indenture Remains in Full Force and Effect. Except as amended and supplemented hereby, all provisions in the Original Indenture, as amended and supplemented by the First Supplemental Indenture and the Second Supplemental Indenture, shall remain in full force and effect.

2.8 Benefits of this Supplemental Indenture, etc. Nothing in this Supplemental Indenture, express or implied, shall give to any person, other than the parties hereto and their successors hereunder and the Holders of the Notes, any benefit of any legal or equitable right, remedy or claim under the Indenture or the Notes.

[Signature page follows]

IN WITNESS WHEREOF, inContact, Inc. has caused this First Supplemental Indenture to be duly executed as a deed the day and year first before written.

INCONTACT, INC., as Issuer

By: _____
Name:
Title:

[Signature page of the Company to First Supplemental Indenture]

IN WITNESS WHEREOF, the undersigned, being duly authorized, has executed this First Supplemental Indenture as of the day and year first before written.

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee

By: _____
Name:
Title:

[Signature page of the Trustee to First Supplemental Indenture]



NICE Announces Closing of inContact Acquisition

NICE & inContact to provide the market's only integrated, analytics-driven contact center and WFO suite in the cloud

Paramus, New Jersey, November 14, 2016 – NICE (Nasdaq:NICE) announced that the acquisition of inContact (Nasdaq:SAAS) closed today. This game-changing deal brings together two market leaders in contact center applications and contact center cloud, offering the market's first truly integrated contact center platform with an advanced analytics-driven workforce optimization (WFO) suite in the cloud.

The new offering will enable organizations to create the "Experience Center," adapting interactions routing in real time according to employee and customer personas, and understanding customer intent across the omni-channel journey. Such an approach allows organizations to understand the timely needs of each individual customer, anticipate them, and then best respond to them by utilizing the best channel that optimizes both customer preferences, as well as the nature of the specific situation.

The deployment of a truly integrated suite of solutions in a cloud environment empowers those organizations to best understand their customers, and take the right action to connect them to the right resource at the right time through the right channel for the best, most efficient customer experience possible. Until now, companies have faced significant challenges in providing a truly integrated, suite-based, omni-channel customer experience. This is due to the investment in legacy infrastructure and the subsequent need to deploy disjointed applications. As companies invest in a cloud infrastructure, they now have a unique opportunity to drive a wholesale replacement of existing applications, and will eventually eliminate the legacy and enable adoption of integrated solutions.

The acquisition marks the first time that one vendor offers both contact center cloud infrastructure as well as the full range of WFO applications and analytics, providing a seamless integrated environment for all companies, regardless of size or industry.

"The successful completion of this acquisition is a major milestone for NICE, inContact, as well as the entire market," said Barak Eilam, CEO of NICE. "This agreement is an important element of our strategic vision to provide the market a true end-to-end contact center cloud offering and positions our company as the clear leader in the Contact Center as a Service (CCaaS) industry. Organizations of all sizes can now transition their traditional contact centers to 'Experience Centers.'"

"The inContact team and I are excited to join NICE. We recognize the unique opportunity that joining NICE presents for our customers, our market, and our company," said Paul Jarman, CEO of inContact. "Coupling our technology, experience in the cloud and talented team with a market leader with such a strong position in terms of technology, deep industry expertise and customer base, will pay great dividends for both enterprises and SMBs that are looking to have the best tools available with maximum flexibility and value."

Financial information:

In connection with the acquisition, notice is hereby given to holders of inContact's 2.50% convertible senior notes due 2022 (the "Notes"), pursuant to the indenture governing the Notes (as supplemented, the "Indenture"), notifying holders that as a result of the completion of the acquisition and the termination of trading of inContact common stock on The NASDAQ Capital Market, a "Fundamental Change" and a "Make-Whole Fundamental Change," each as defined in the Indenture, has occurred effective as of November 14, 2016.

About NICE

NICE (Nasdaq:NICE) is the worldwide leading provider of both cloud and on-premise enterprise software solutions that empower organizations to make smarter decisions based on advanced analytics of structured and unstructured data. NICE helps organizations of all sizes deliver better customer service, ensure compliance, combat fraud and safeguard citizens. Over 22,000 organizations in more than 150 countries, including over 80 of the Fortune 100 companies, are using NICE solutions. www.nice.com.

About inContact

inContact (Nasdaq:SAAS) is the cloud contact center software leader, with the most complete, easiest and most reliable solution to help organizations achieve their customer experience goals. inContact continuously innovates in the cloud and is

the only provider to offer a complete solution that includes the customer interaction cloud, an expert service model and the broadest partner ecosystem. Recognized as a market leader by Gartner, IDC, Frost & Sullivan, Ovum and DMG, inContact supports over 6 billion interactions per year for enterprise, midmarket, government organizations and business process outsourcers (BPOs) who operate in multiple divisions, locations and global regions. To learn more, visit www.inContact.com

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Trademark Note: NICE and the NICE logo are trademarks or registered trademarks of NICE Ltd. All other marks are trademarks of their respective owners. For a full list of NICE's marks, please see: www.nice.com/nice-trademarks.

Forward-Looking Statements

This press release contains forward-looking statements as that term is defined in the Private Securities Litigation Reform Act of 1995. Such forward-looking statements, including the statements by Mr. Eilam, are based on the current beliefs, expectations and assumptions of the management of NICE Ltd. (the Company). In some cases, such forward-looking statements can be identified by terms such as believe, expect, may, will, intend, project, plan, estimate or similar words. Forward-looking statements are subject to a number of risks and uncertainties that could cause the actual results or performance of the Company to differ materially from those described herein, including but not limited to the impact of the global economic environment on the Company's customer base (particularly financial services firms) potentially impacting our business and financial condition; competition; changes in technology and market requirements; decline in demand for the Company's products; inability to timely develop and introduce new technologies, products and applications; difficulties or delays in absorbing and integrating acquired operations, products, technologies and personnel; loss of market share; an inability to maintain certain marketing and distribution arrangements; and the effect of newly enacted or modified laws, regulation or standards on the Company and our products. For a more detailed description of the risk factors and uncertainties affecting the company, refer to the Company's reports filed from time to time with the Securities and Exchange Commission, including the Company's Annual Report on Form 20-F. The forward-looking statements contained in this press release are made as of the date of this press release, and the Company undertakes no obligation to update or revise them, except as required by law.

November 11, 2016

To: Holders of inContact, Inc.
2.50% Convertible Senior Notes due 2022

and

Wells Fargo Bank, National Association,
150 East 42nd Street, 40th floor
New York, New York 10017
Attn: Corporate Trust Services – Administrator for inContact, Inc.

Re: Notice of Anticipated Merger Event

Reference is hereby made to the Indenture, dated as of March 30, 2015 (the “**Indenture**”), between inContact, Inc., a Delaware corporation (the “**Company**”), and Wells Fargo Bank, National Association, a national banking association, as trustee (the “**Trustee**”) relating to the Company’s 2.50% Convertible Senior Notes due 2022 (CUSIP No. 45336E AB5). Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Indenture. A copy of the Indenture was filed as Exhibit 4.1 to the Company’s Current Report on Form 8-K filed with the Securities and Exchange Commission on March 30, 2015.

On May 17, 2016, the Company entered into an Agreement and Plan of Merger (the “**Merger Agreement**”) with NICE-Systems Ltd., a company organized under the laws of the State of Israel (“**Parent**”), and Victory Merger Sub Inc., a wholly owned indirect subsidiary of Parent (“**Merger Sub**”), providing for the merger of Merger Sub with and into the Company (the “**Merger**”), with the Company surviving the Merger as a wholly owned indirect subsidiary of Parent. Upon completion of the Merger, each share of common stock, par value \$0.0001 per share, of the Company (“**Common Stock**”) issued and outstanding immediately prior to the completion of the Merger, other than shares subject to forfeiture restrictions and other than shares held by a stockholder who perfects appraisal rights in accordance with Delaware law, will automatically be cancelled and converted into the right to receive \$14.00 in cash, without interest.

In accordance with Section 10.08(b)(i) of the Indenture, the Company hereby gives notice that completion of the Merger would constitute a Merger Event under the Indenture. Completion of the Merger remains subject to the closing conditions of the Merger Agreement. Subject to the satisfaction or waiver of these closing conditions, the Company currently anticipates that the Merger will be completed on November 14, 2016 or soon thereafter. The Company is providing this notice of an anticipated Merger Event solely to comply with its obligations under the Indenture. The Company, however, is unable to give any assurances as to the actual date of the Merger Event or if it will occur at all.

As the holders of Common Stock will receive solely cash consideration in connection with the Merger, the Company will, in connection with completion of the Merger, enter into a

Supplemental Indenture modifying the Indenture to provide that, on and after the effective date of the Merger, the consideration due upon conversion of each \$1,000 principal amount of Notes shall be solely cash in an amount equal to the Conversion Rate (as may be increased pursuant to Section 10.07 of the Indenture, as discussed below), multiplied by the consideration per share of Common Stock in the Merger, \$14.00 per share.

While the Notes are not currently convertible, if the Merger is completed, the Notes will become convertible from and after the effective date of the Merger until the date specified in the Notice of Fundamental Change, Make-Whole Fundamental Change, Right to Convert and Supplemental Indenture to be provided to the holders of the Notes following the completion of the Merger. The Conversion Rate in effect on the date of this Notice is 70.2790 shares of Common Stock per \$1,000 principal amount of Notes, which equates to a Conversion Price of approximately \$14.23 per share. The Merger, if completed, will constitute a Make-Whole Fundamental Change under the Indenture and, in accordance with Section 10.07 of the Indenture, the Conversion Rate for conversions in connection with a Make-Whole Fundamental Change as described in the Indenture will be increased by an amount determined by reference to the table in Section 10.07(d) of the Indenture. If the Merger is not completed, no Make-Whole Fundamental Change will occur and the Notes will not become convertible.

In the event of any conflicting information in this Notice and in the Indenture, the information in the Indenture will control. Noteholders should not assume that the information in this Notice is accurate as of any date other than the date hereof.

inContact, Inc.