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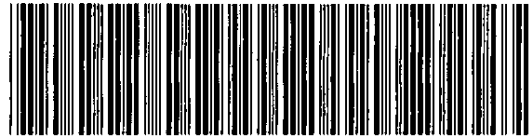
(Business Entity Name)

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TALLAHASSEE, FLORIDA

Morgan

JUN 29 2017

D CUSHING

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 702253 4306704

AUTHORIZATION : *[Signature]*

COST LIMIT : \$ 70.00

ORDER DATE : June 27, 2017

ORDER TIME : 9:53 AM

ORDER NO. : 702253-005

CUSTOMER NO: 4306704

ARTICLES OF MERGER

GLOBAL SOFTWARE SERVICES,
INC.

INTO

INTERACTIVE INTELLIGENCE, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Melissa Zender

EXAMINER'S INITIALS: _____

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DIVISION OF CORPORATIONS
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ARTICLES OF MERGER
OF
GLOBAL SOFTWARE SERVICES, INC. - P02-13048
(A FLORIDA CORPORATION)
INTO
INTERACTIVE INTELLIGENCE, INC.
(AN INDIANA CORPORATION)

July 1, 2017

The undersigned, acting as a duly authorized officer of INTERACTIVE INTELLIGENCE, INC., an Indiana corporation (the "**Surviving Corporation**"), in compliance with the Indiana Business Corporation Law, as amended (the "**Law**"), and desiring to effect a merger of GLOBAL SOFTWARE SERVICES, INC., a Florida corporation (the "**Merging Corporation**"), into the Surviving Corporation (the "**Merger**"), hereby sets forth the following facts:

Article 1. SURVIVING CORPORATION

Section 1.1 **Name.** The name of the Surviving Corporation is "Interactive Intelligence, Inc."

Section 1.2 **Jurisdiction.** The Surviving Corporation is an Indiana corporation existing pursuant to the provisions of the Law.

Article 2. MERGING CORPORATION

Section 2.1 **Name.** The name of the Merging Corporation is "Global Software Services, Inc."

Section 2.2 **Jurisdiction.** The Merging Corporation is a Florida corporation existing pursuant to the provisions of the Florida Corporation Business Act ("**FBCA**").

Article 3. MANNER OF ADOPTION OF PLAN OF MERGER

Section 3.1 **Merging Corporation's Approval.** The Plan of Merger, containing such information as required by Section 23-1-40-1 of the Law and attached hereto as Exhibit A ("**Plan of Merger**"), was unanimously adopted and approved by the Merging Corporation's board of directors and sole shareholder pursuant to a duly executed joint written consent effective as of June 30, 2017.

Section 3.2 **Surviving Corporation's Approval.** The Plan of Merger was unanimously adopted and approved by the Surviving Corporation's board of directors and sole shareholder pursuant to a duly executed joint written consent effective as of June 30, 2017.

Article 4. EFFECTIVE TIME

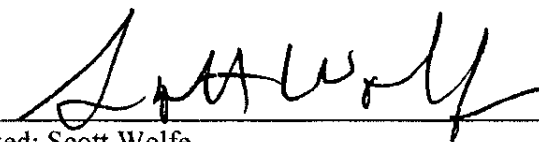
The Merger shall become effective as of 12:03 AM (Eastern Time) on July 1, 2017.

[Signature Page Follows]

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IN WITNESS WHEREOF, the undersigned, being a duly authorized officer of the Surviving Corporation, executes these Articles of Merger and verifies that the statements contained herein are true as of the date first written above.

INTERACTIVE INTELLIGENCE, INC.

By: 
Printed: Scott Wolfe
Its: Assistant Secretary

AGREEMENT AND PLAN OF MERGER

BY AND BETWEEN

INTERACTIVE INTELLIGENCE, INC.
(AN INDIANA CORPORATION)

AND

GLOBAL SOFTWARE SERVICES, INC.
(A FLORIDA CORPORATION)

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into this 1st day of July 2017, in accordance with § 23-1-40-1(b) of the Indiana Business Corporation Law, as amended (the "IBCL"), and the Florida Business Corporation Act (the "FBCA") pursuant to section 607.1105, Florida Statutes, by and between Interactive Intelligence, Inc., an Indiana Corporation ("ININ"), and Global Software Services, Inc., a Florida Corporation ("Latitude").

WHEREAS, the respective boards of directors and the shareholders of ININ and Latitude have approved the Merger (as defined in Section 1.1) on the terms and subject to the conditions set forth in this Agreement.

Accordingly, the parties hereto agree to the following:

SECTION 1. Merger; Effective Time.

1.1. Merger. On the Effective Time (as defined in Section 1.2), Latitude shall be merged with and into ININ and the separate corporate existence of Latitude shall thereupon cease (the "Merger"). ININ shall be the surviving corporation in the Merger (sometimes hereinafter referred to as the "Surviving Corporation") and shall continue to be governed by the laws of the State of Indiana and the separate corporate existence of ININ with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger. The Merger shall have the effects specified in this Agreement, the IBCL, and the FBCA.

1.2. Effective Time. The Merger shall be effective as of 12:03 AM (Eastern Time) on July 1, 2017 (the "Effective Time").

1.3. Articles of Incorporation and Bylaws of the Surviving Corporation. Upon the Effective Time, (a) the articles of incorporation of ININ shall be the articles of incorporation of the Surviving Corporation until thereafter changed or amended and (b) the bylaws of ININ shall be the bylaws of the Surviving Corporation until thereafter changed or amended.

1.4. Directors and Officers of the Surviving Corporation. Upon the Effective Time, the directors of ININ shall be the directors of the Surviving Corporation, and the officers of ININ shall be the officers of the Surviving Corporation, in each case until their successors are

duly elected or appointed and qualified in the manner provided by the articles of incorporation and bylaws of the Surviving Corporation or as otherwise provided by law.

1.5. Timing of Merger. Upon the Effective Time, the parties agree and intend for the Merger to be effective immediately after the effective time of the merger of Interactive Intelligence Remote, Inc., an Indiana corporation, with and into Interactive Intelligence, Inc., and immediately before the effective time of the merger of Bay Bridge Decision Technologies, Inc., a Maryland corporation, with and into Interactive Intelligence, Inc. The Merger is part of a series of mergers in the following sequence:

(i) Interactive Intelligence Sales and Services, Inc., an Indiana corporation, into Interactive Intelligence, Inc. (12:01 am Eastern Time); (ii) Interactive Intelligence Remote, Inc. into Interactive Intelligence, Inc. (12:02 am Eastern Time); (iii) Global Software Services, Inc., a Florida corporation, into Interactive Intelligence, Inc. (12:03 am Eastern Time); (iv) Bay Bridge Decision Technologies, Inc., a Maryland corporation, into Interactive Intelligence, Inc. (12:04 am Eastern Time); (v) Interactive Intelligence Holdings, Inc., an Indiana corporation, into Interactive Intelligence Group, Inc., an Indiana corporation (12:05 am Eastern Time); (vi) Interactive Intelligence, Inc. into Interactive Intelligence Marketplace, Inc., an Indiana corporation (12:06 am Eastern Time); (vii) Interactive Intelligence Marketplace, Inc. into Interactive Pure Cloud Inc., a Delaware corporation (12:07 am Eastern Time); (viii) Interactive Pure Cloud, Inc. into Interactive Intelligence CaaS, Inc., an Indiana corporation (12:08 am Eastern Time); (ix) Interactive Intelligence CaaS, Inc. into Interactive Intelligence Hardware, Inc., an Indiana corporation (12:09 am Eastern Time); (x) Interactive Intelligence Hardware, Inc. into Interactive Intelligence Group, Inc., an Indiana corporation (12:10 am Eastern Time); and (xi) Interactive Intelligence Group, Inc. into Genesys Telecommunications Laboratories, Inc., a California corporation (12:11 am Eastern Time).

SECTION 2. Treatment of Stock of Latitude and Stock of ININ in the Merger. Upon the Effective Time, by virtue of the Merger and without any action on the part of ININ, the Surviving Corporation or Latitude, (a) all outstanding shares of capital stock of Latitude shall be cancelled and retired without payment of any consideration for such cancelled shares, (b) any certificates evidencing ownership of such shares shall be void and of no effect, and (c) all issued and outstanding shares of capital stock of ININ shall remain outstanding.

SECTION 3. Succession. Upon the Effective Time, the Surviving Corporation shall succeed, without other transfer, to all rights, privileges, powers, franchises and property of the constituent corporations to the Merger, and shall be subject to all the debts, liabilities and duties of each of the constituent corporations to the Merger in the same manner as if the Surviving Corporation had itself incurred them, all with the effect set forth in the IBCL.

SECTION 4. Representations and Warranties of Latitude. Latitude hereby represents and warrants to ININ that:

4.1. Organization and Standing. Latitude is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and has all requisite corporate power and authority and governmental authorizations to own, operate, lease and otherwise hold its assets and to carry on its business as it is now being conducted, and is duly licensed or qualified to do business in each other jurisdiction in which it owns, operates, leases or otherwise holds assets, or conducts business, so as to require such qualification.

4.2. Power. Latitude has all requisite corporate power and authority to execute and deliver this Agreement and perform its obligations hereunder and to consummate the Merger contemplated herein. This Agreement has been duly and validly executed and delivered by Latitude and (assuming due authorization, execution and delivery by ININ) constitutes a valid and binding obligation of Latitude, enforceable against Latitude in accordance with its terms, subject to bankruptcy, insolvency, moratorium, reorganization or similar laws affecting the rights of creditors generally and the availability of equitable remedies.

4.3. Authorization; No Breach. The execution and delivery of this Agreement and the performance by Latitude of its covenants and agreements under this Agreement have been duly and validly authorized by the board of directors and the sole shareholder of Latitude, and no other corporate proceedings on the part of Latitude are necessary to authorize the execution, delivery and performance of this Agreement or the consummation of the Merger.

SECTION 5. Representations and Warranties of ININ. ININ hereby represents and warrants to Latitude that:

5.1. Organization and Standing. ININ is a corporation duly organized, validly existing and in good standing under the laws of the State of Indiana, and has all requisite corporate power and authority and governmental authorizations to own, operate, lease and otherwise hold its assets and to carry on its business as it is now being conducted, and is duly licensed or qualified to do business in each other jurisdiction in which it owns, operates, leases or otherwise holds assets, or conducts business, so as to require such qualification.

5.2. Power. ININ has all requisite corporate power and authority to execute and deliver this Agreement and perform its obligations hereunder and to consummate the Merger contemplated herein. This Agreement has been duly and validly executed and delivered by ININ and (assuming due authorization, execution and delivery by Latitude) constitutes a valid and binding obligation of ININ, enforceable against ININ in accordance with its terms, subject to bankruptcy, insolvency, moratorium, reorganization or similar laws affecting the rights of creditors generally and the availability of equitable remedies.

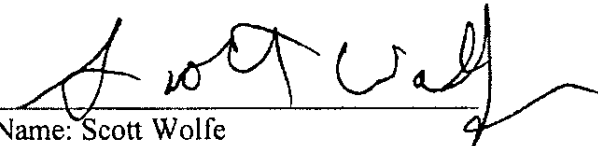
5.3. Authorization; No Breach. The execution and delivery of this Agreement and the performance by ININ of its covenants and agreements under this Agreement have been duly and validly authorized by the board of directors and the sole shareholder of ININ, and no other corporate proceedings on the part of ININ are necessary to authorize the execution, delivery and performance of this Agreement or the consummation of the Merger.

SECTION 6. Abandonment. At any time prior to the Effective Time, the board of directors of Latitude or ININ may abandon the Merger. In the event of such abandonment, this Agreement shall become void, and none of the shareholders, directors, and officers of the constituent corporations to the Merger shall be liable in respect to such abandonment.

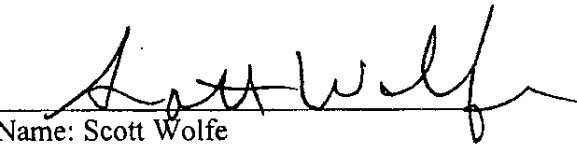
[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties to this Agreement has caused this Agreement to be duly executed as of the date first written above.

Global Software Services, Inc., a Florida corporation

By: 
Name: Scott Wolfe
Title: Assistant Secretary

Interactive Intelligence, Inc., an Indiana corporation

By: 
Name: Scott Wolfe
Title: Assistant Secretary