GTA Direct

Master Services Agreement

for

GTA Direct Services - Hosted Contact Center

Between

Georgia Technology Authority

And

**Verizon Business Network
Services, LLC**

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MASTER SERVICES AGREEMENT
for
GTA Direct Services

This **Master Services Agreement for GTA Direct Services** (including all exhibits and attachments hereto, this "**Master Services Agreement**" or "**MSA**"), dated as _____ March 9**,** 2022 (the "**Effective Date**"), is made by and between the **Georgia Technology Authority** ("**GTA**"), whose principal place of business is located at 47 Trinity Avenue, Atlanta, Georgia, 30334, and **Verizon Business Network Services, LLC**, a __Delaware_____ limited liability company, whose principal place of business is located at One Verizon Way, Basking Ridge, New Jersey 07920 ("**Supplier**") (each, a "**Party**" and collectively, the "**Parties**").

1. **Background and Introduction.**

    GTA is entering into this MSA as part of its "**GTA Direct Program**". This program facilitates the accelerated procurement of services by allowing eligible entities to contract directly with the qualified Suppliers rather than with GTA. In addition to establishing the GTA Direct Program and confirming each Supplier's continuing qualification thereunder, GTA will provide governance over the contracts to monitor conformance to the MSA's scope and terms.

1.1 **Framework.**

    Customers under GTA Direct Program. A "**Customer**" may be any state or local government body or entity within the State of Georgia, or not for profit Georgia college and universities. GTA may publish from time to time eligibility requirements for organizations to be Customers participating in the GTA Direct Program. As part of GTA's governance role described above, GTA may discuss with Customers the status of this MSA and the Supplier's general performance under the GTA Direct Program.

    (a)   **Master Services Agreement**. This MSA sets forth terms and conditions between GTA and Supplier with respect to services that may be provided by the Supplier to Customers under the GTA Direct Program.

    (b)   **Customer Purchase Agreements**. A Customer may purchase from Supplier the services described in **Exhibit 1A (Order Package (Customer Purchase Agreement, Catalog of Services, Service Levels, Pricing))** through an agreement between such Customer and Supplier under this MSA (each, a "**Customer Purchase Agreement**"). **Exhibit 1A (Order Package (Customer Purchase Agreement, Catalog of Services,Service Levels, Pricing))** may be updated or replaced by mutual written agreement of the Parties. For clarity, such changes will not impact any Customer Purchase Agreements then in effect (except to the extent the Customer and Supplier mutually agree to amend their agreement to implement any such changes).

    (c)   A form of a Customer Purchase Agreement is set forth in **Exhibit 1 C (Form of Customer Purchase Agreement)**. This is a standard agreement to be proposed by Supplier and approved by GTA. Each Customer Purchase

Agreement will describe the particular services being purchased by the applicable Customer from Supplier, including corresponding service levels and pricing. Supplier is required to use only the current version of this Customer Purchase Agreement for new sales and may not supersede this agreement with other termsand conditions. Supplier and Customers may negotiate changes to this agreementfor specific sales transactions, but Supplier must obtain GTA approval for the changes.

(d)   **Change Orders**. After execution of a Customer Purchase Agreement, Supplier and the applicable Customer may add, remove or change services from those available under **Exhibit 1A (Order Package (Customer Purchase Agreement, Catalog of Services, Service Levels, Pricing))** to such agreement by executing a change order, the formof which will be provided by Supplier.

(e)   **Customer Participation Acknowledgement; Customer Responsibility.** As a precondition to the effectiveness of any Customer Purchase Agreement, Suppliershall obtain from the Customer and deliver to GTA an executed Customer Participation Acknowledgement in the form of **Exhibit 1B (Customer Participation Acknowledgement Form)** hereto (the "**Customer Participation Acknowledgement**"). Supplier agrees that the Customer executing a Customer Purchase Agreement shall be acting solely onits own behalf and that neither GTA nor any other entity, including any other Customer, shall be liable under or with respect to such Customer Purchase Agreement or any of the executing Customer's (or Supplier's) obligations inconnection therewith.

(f)   Supplier is required to comply with the provisions and requirements of O.C.G.A. § 50-5-64 *et* seq., as it may be amended from time to time.

1.2   MSA Exhibits.

This MSA includes each of the following which are incorporated by this reference subject to Section 14.12.

(a)   Exhibits.

Exhibit 1 – Customer Documents

Exhibit 1A – Order Package (Customer Purchase Agreement, Catalog of Services, Service
Levels, Pricing)
Exhibit 1B – Customer Participation Acknowledgment Form
Exhibit 1C – Form of Customer Purchase Agreement

Exhibit 2 – E-Verify Affidavits

Exhibit 2A – E-Verify Affidavit – Supplier
Exhibit 2B – E-Verify Affidavit - Subcontractor

Exhibit 3 - Additional Documents

Exhibit 3A – Definitions
Exhibit 3B – Statement of Work
Exhibit 3C – Pricing
Exhibit 3D – Statement of Work Explained Scope
Exhibit 3E – Customer Purchase Agreement
Exhibit 3F – Service Level Matrix
Exhibit 3G – Service Level Definitions

(b)   Request for Proposal and response materials.

2.   MSA Term and Termination.

2.1   Term.

The term of this MSA shall begin on the Effective Date and shall expire June 30, 2024, unless earlier terminated by GTA in accordance with this MSA.

2.2   Renewal.

No later than sixty (60) days prior to the end of the then current term, GTA may renew this MSA by providing written notice to Supplier. GTA shall have four (4) such consecutive renewal options, each for up to twelve (12) months at GTA's sole discretion.

2.3   Termination by GTA for Cause.

GTA has the right to terminate this MSA for cause, in whole or in part, if:

(a)   Supplier breaches or is in default of any material obligation of this MSA, which default is incapable of cure, or which, being capable of cure, has not been cured within thirty (30) days after Supplier's receipt of notice of such default (or such additional cure period as GTA may authorize);

(b)   Supplier suspends or terminates its operation of business, becomes subject to any bankruptcy or insolvency proceeding under federal or state law, or becomes unable to pay its obligations as they accrue; or

(c)   (i) Supplier is debarred or suspended from performing services on any public contracts; (ii) any certifications or licenses as may be required hereunder are revoked or no longer in effect for any reason; (iii) Supplier fails to comply with confidentiality laws or provisions; or (iv) Supplier furnished any statement, representation or certification in connection with this MSA or any applicable bidding process which is materially false, deceptive, incorrect or incomplete.

2.4   Termination for Convenience.

GTA has the right to terminate this MSA for convenience upon thirty (30) days prior written notice to Supplier, at no cost or penalty to GTA.

2.5   Return of Property.

Upon termination of this MSA (or, if later, any applicable Customer Purchase Agreement), each Party shall cease using and promptly return to the other Party (or destroy) all papers, materials and other property of the other Party then in its possession and applicable to this MSA; provided, however, GTA shall be entitled to retain materials associated with any continuing Customer Purchase Agreement and appropriate archival materials associated with the GTA Direct Program, including materials related to Supplier.

2.6   Effect of Termination.

No new Customer Purchase Agreement may be executed after the termination or expiration of this MSA. However, the termination or expiration of this MSA shall not cause the termination or expiration of any Customer Purchase Agreement, which shall continue in force and effect (and the provisions of this MSA will be deemed to remain in effect with respect to such Customer Purchase Agreement) until such Customer Purchase Agreement terminates or expires in accordance with its terms; provided, however, that no new Change Orders may be executed under such Customer Purchase Agreement unless expressly approved by GTA in writing. For the avoidance of doubt,

unless GTA has stipulated that this MSA will terminate with respect to any outstanding Customer PurchaseAgreement, the Fee will remain due for any Customer Purchase Agreement that survives the termination or expiration of this MSA.

3. Fee.

3.1 General.

Supplier agrees to remit to GTA a quarterly fee as specified in this Section (the "**Fee**") for administrative services performed by GTA with respect to this MSA. Supplier further acknowledges that its charges under the Customer Purchase Agreements shall be sufficient to compensate Supplier for its performance of the services and its obligation to pay the Fee to GTA. As such, Supplier has factored the Fee into its pricing for the Customer Purchase Agreements and shall not separately itemize, invoice or charge any Customer for payment or reimbursement of all or any portion of the Fee.

3.2 Calculation and Payment of Fee.

The amount of the Fee shall equal two and one half percent (2.5%) of revenue sold through its contracts by Supplier to Customers under all Customer Purchase Agreements in the aggregate during the applicable calendar quarter (excluding sales taxes and adjusted for applicable credits or refunds). Supplier must pay to GTA the Fee with respect to each calendar quarter on or before the last day of the month immediately following the end of such quarter (the "**Latest Fee Payment Date**"), as follows:

Calendar Quarter During Which Work Performed	Months	Latest Fee Payment Date
Quarter 1	January 1 – March 31	April 30
Quarter 2	April 1 – June 30	July 31
Quarter 3	July 1 – September 30	October 31
Quarter 4	October 1 – December 31	January 31

Fee payments shall be submitted to GTA by Automatic Clearing House (ACH), for receipt not later than the Latest Fee Payment Date. Supplier must complete and submit the form authorizing electronic payment.

3.3 Services Usage and Aggregate Charges Report.

(a) Supplier shall submit to GTA a report on the services usage and aggregate charges for each calendar quarter (the "**Services Usage and Aggregate Charges Report**"). Services Usage and Aggregate Charges Reports must be delivered to GTA no later than the Latest Fee Payment Date. Each Services Usage and Aggregate Charges Report shall reflect, at a minimum, the following information for the applicable calendar quarter:

   (i) Supplier's name;

   (ii) MSA Contract Number;

   (iii) applicable calendar quarter to which the Services Usage and Aggregate Charges Report relates;

   (iv) listing of all Customer Purchase Agreements, by Customer name and Customer Purchase Agreement Effective Date; and

(v)   total dollar amounts invoiced to and received (and receivable) from Customers (excluding sales taxes and adjusted for applicable credits or refunds) under all Customer Purchase Agreements during such quarter (separately stated by Customer Purchase Agreement and including aggregate total for all Customer Purchase Agreements).

(b)   Supplier shall provide additional information in the Services Usage and AggregateCharges Reports, as reasonably requested by GTA (including in requested formats). In addition, Supplier shall promptly respond to GTA questions and requests for supplemental information associated with any Services Usage and Aggregate Charges Report and shall meet with GTA upon request to discuss the GTA Direct Program, including the services and Customers' satisfaction therewith,and issues, concerns and opportunities.

4.   Taxes.

Each Party is responsible for payment of any taxes imposed upon it in connection with orrelated to this MSA.

5.   Confidential Information.

(a)   Each Party (as the "**disclosing Party**") acknowledges that, in connection with thisMSA, it may be necessary to disclose to the other Party certain information relatingto the disclosing Party or its business or operations (including that of its customersor other third parties with which it deals) which it maintains in a confidential manner,whether provided to the other Party in writing or otherwise, and which may includeanalyses, compilations, reports and other materials ("**Confidential Information**").Each Party agrees that it will not disclose, transfer, use, copy, or allow access to any such Confidential Information to any employees or to any third parties excepting those who have a need to know such Confidential Information in order to allow Supplier or GTA to perform its obligations or exercise its rights or receivethe intended benefits under or related to this MSA, as the case may be, and who have executed a nondisclosure agreement or are otherwise bound to enforceable obligations, in each case consistent with the provisions hereof.

(b)   Neither Party will have any obligation of confidentiality with respect to information that: (i) is or becomes (through no improper action or inaction of the receiving Partyor any of its affiliates, agents, consultants or employees) generally available to thepublic; (ii) can be demonstrated by the receiving Party to have been in its possession or known by it prior to receipt under this MSA; (iii) is rightfully disclosedto the receiving Party by a third party without restriction; (iv) is disclosed by the receiving Party with the written approval of the disclosing Party; (v) is developed independently by the receiving Party; or (vi) is obligated to be disclosed by applicable law, including order of a court of competent jurisdiction.

(c)   Notwithstanding the foregoing, GTA's obligations hereunder may be subject to the provisions of the Georgia Open Records Act (O.C.G.A. § 50-18-70 *et* seq.), as it may be amended from time to time.

(d)   Promptly following written request of the disclosing Party, the receiving Party shallreturn or destroy the disclosing Party's specified Confidential Information and certify that it has done so.

6.   Indemnification and Infringement.

6.1   Indemnification by Supplier.

At GTA's request, Supplier will, at Supplier's expense, indemnify, defend and hold harmlessthe State

of Georgia, its agencies, departments, authorities and instrumentalities (including GTA), and their respective officers, directors, employees and agents (hereinafter collectively referred to as "**Indemnitees**"), from any and all demands, liabilities, losses, penalties, fines, fees, interest, awards, judgments, settlement payments, costs or expenses (including court costs, reasonable attorneys' fees, and reasonable value of the time spent by the Attorney General or other involved agency, office or party, as permitted herein) (collectively, "**Losses**") incurred in connection with any third party claim, suit or demand to the extent arising from or based on any of the following: (a) any breach of this MSA by Supplier; (b) Supplier's violation of any applicable law, rule or regulation; (c) Supplier's damage to or destruction of tangible or real property; (d) injury to personnel (including death) caused by Supplier; or (e) Supplier's services, deliverables or other obligations or materials provided under or related to any Customer Purchase Agreement, including any aspect of the engagement or employment by Supplier or its subcontractors of its or their personnel, or the termination of such employment or engagement (including claims related to non-payment of wages, discrimination/harassment, unemployment or workers' compensation benefits, employee benefits, and any other claims concerning the terms and conditions of employment under any federal, state or local law governing employment).

6.2 **Indemnification Procedures.**

(a) **Notice**. Promptly after receipt by an Indemnitee of notice of the commencement or threatened commencement of any action, proceeding or other claim by a third party involving a claim in respect of which the Indemnitee may seek indemnification pursuant to the above, the Indemnitee will notify Supplier of such claim in writing and provide to Supplier all reasonably available information requested. No failure to so notify Supplier will relieve it of its obligations under this **Section 6 (Indemnification)** except to the extent that it can demonstrate damages or prejudice attributable to such failure. Within thirty (30) days following receipt of notice and such reasonably available information from the Indemnitee relating to any claim, but no later than ten (10) days before the date on which any response to a complaint or summons is due (the applicable period referred to herein as the "**Notice Period**"), Supplier will notify the Indemnitee in writing if Supplier assumes responsibility to indemnify, defend and hold harmless the Indemnitee and elects to be involved in the defense and settlement of that claim (an "**Notice of Election**"). Supplier will be responsible for all Losses related to such claim if Supplier is obligated to indemnify the Indemnitee.

(b) **Procedure Following Notice of Election**. If Supplier delivers a Notice of Election relating to any claim within the required Notice Period, Supplier will be involved in the defense and settlement of such claim; provided, however, that (1) the Indemnitee will be entitled to participate in the defense of such claim at its own expense and the Office of the Attorney General of the State of Georgia will represent and defend the Indemnitee, and (2) Supplier will obtain the prior written approval of the Indemnitee and the Georgia Attorney General before entering into any settlement of such claim or ceasing to defend against such claim.

(c) **Procedure Where No Notice of Election Is Delivered**. If Supplier does not deliver a Notice of Election relating to any claim within the required Notice Period or otherwise comply with its obligation to defend hereunder, the Indemnitee, represented by the Office of the Attorney General of the State of Georgia (or other arrangement allowed by law), may proceed to defend the claim in such manner as it may reasonably deem appropriate, at the cost and expense of Supplier. Supplier will promptly reimburse the Indemnitee for all applicable Losses related to such claim. In such case, the Indemnitee represented by the Attorney General of the State of Georgia (or other party as applicable) may settle any such claim without the consent of Supplier. If it is determined that Supplier failed to defend a claim for which it was liable, Supplier will not be entitled to challenge the amount of any settlement or compromise paid by the Indemnitee.

(d) Supplier's obligation to indemnify any Indemnitee will survive the expiration or termination

of this MSA by either Party for any reason.

6.3   **Infringement by GTA**.

In the event GTA infringes upon or misappropriates the intellectual property of Supplier with respect to any item used by Supplier to provide the Services or which is provided by Supplier to GTA under this MSA, GTA will, without limiting any other rights and remedies Supplier may have under this MSA, and at law or equity, be liable for any costs and expenses, including reasonable attorneys' fees, incurred by Supplier as a result of such infringement or misappropriation.

7.   **Independent Contractor; Contractor Personnel.**

7.1   **Independent Contractor.**

In its relationships with GTA and the State of Georgia, and for all tax, liability and insurance purposes, Supplier agrees that it is an independent contractor. Supplier shall have the sole right to manage, control and direct the method, manner and means by which its services are performed. Supplier shall be responsible for compliance with all applicable laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Neither Supplier nor any of its agents, servants, employees, subcontractors or suppliers shall become or be deemed to become agents, representatives, or employees of GTA or the State of Georgia. This MSA shall not be construed so as to create a partnership or joint venture between Supplier and GTA or the State of Georgia. Supplier shall not hold itself out to be an employee or agent of GTA or use the name of GTA in its business in any way.

7.2   **Trading with State Employees.**

The Parties certify that this MSA does not and will not violate the provisions of Georgia's code of ethics and conflicts of interest statutes set forth in O.C.G.A. § 45-10-20, et seq., in any respect. Supplier agrees not to employ any individual whose employment would result in a violation of such law.

7.3   **Drug-Free Workplace.**

(a)   Supplier represents, warrants and covenants that it has and shall maintain substance abuse policies, in each case in conformance with GTA rules and applicable laws, including O.C.G.A. § 50-24-1 et seq., and Supplier personnel shall be subject to such policies.

(b)   Supplier will obtain from any subcontractor hired to perform services for this MSA the following written certification: "As part of the subcontracting agreement with Supplier, (subcontractor's name) certifies to Supplier that a drug-free workplace will be provided for the subcontractor's employees during the performance of this agreement pursuant to paragraph seven (7) of subsection (b) of O.C.G.A. § 50-24-3." Supplier will provide GTA with a copy of each such certification as soon as practicable. Supplier may be suspended, terminated, or debarred if it is determined that Supplier has made false certification herein above or has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3.

8.   **Compliance with Laws.**

(a)   Each Party shall perform its obligations under this MSA in accordance with all applicable federal, state and local laws, rules and regulations. Supplier shall obtain and maintain and shall cause its subcontractor to obtain and maintain all approvals, permissions, permits, professional licenses, and other documentation required to comply with all applicable laws,

rules or regulations.

(b)   Supplier certifies that neither Supplier nor any of its subcontractors have been debarred, suspended or declared ineligible by any entities of the State of Georgiaor as defined in the Federal Acquisition Regulations 48 C.F.R. Ch. 1 Subpart 9.4. Supplier immediately shall notify GTA if Supplier or any of its subcontractors become debarred by the State of Georgia or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by any federal entity.

9.   Non-exclusivity.

This MSA is entered into solely for the convenience of GTA and the State of Georgia, andin no way precludes GTA or the State of Georgia from obtaining or arranging like goods and services from other suppliers.

10.   Vendor Lobbyist Certification.

Supplier hereby certifies that, as of the Effective Date, any lobbyist employed by Supplierto lobby within the State of Georgia has registered with the Georgia Government Transparency and Campaign Finance Commission and complied with the requirements ofthe Executive Order dated October 1, 2003 ("Providing for the Registration and Disclosureof Lobbyists Employed or Retained by Vendors to State Agencies"). This MSA may be declared void at GTA's sole discretion, if it is determined that Supplier has made false certification hereinabove or has violated such certification by failure to carry out the requirements of such Executive Order or other applicable law.

11.   Immigration and Security.

Supplier hereby certifies that it complies with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-90. The e-Verify Certificate form attached hereto as **Exhibit 2A (E- Verify Affidavit – Supplier)** shall be completed by Supplier and notarized, certifying compliancewith the foregoing as of the Effective Date, and thereafter at the request of GTA. Further,the e-Verify Certificate form attached hereto as **Exhibit 2B (E-Verify Affidavit – Subcontractor)** shall be completed by any subcontractors employed for delivery of services under this MSA or any Customer Purchase Agreement and notarized, certifying compliance with the foregoing as of the Effective Date, and thereafter at the request of GTA.

12.   Incorporation of Anti-BDS (Boycott, Divestment and Sanctions Campaign againstIsrael) Legislation.

Supplier certifies that Supplier is not currently engaged in, and agrees for the duration of this MSA not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

13.   Limitation of Liability.

13.1   Disclaimer of Certain Damages.

NEITHER SUPPLIER NOR GTA SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS MASTER SERVICES AGREEMENT.

13.2   Cap on Liability.

IN NO EVENT WILL EITHER PARTY'S LIABILITY TO THE OTHER ARISING FROM THIS

AGREEMENT OR ANY STATEMENT OF WORK EXCEED THE AMOUNT OF THE CHARGES PAID OR PAYABLE BY SUPPLIER DURING THE THIRTY-SIX (36) MONTHS BEFORE THE EVENT GIVING RISE TO SUCH LIABILITY; PROVIDED THAT IF THE EVENT GIVING RISE TO LIABILITY OCCURS DURING THE FIRST THIRTY-SIX (36) MONTHS AFTER THE EFFECTIVE DATE OF THIS MASTER SERVICES AGREEMENT, THE AMOUNT SHALL BE CALCULATED AS THE AMOUNT ANTICIPATED TO BE PAID BY SUPPLIER DURING THE FIRST THIRTY-SIX (36) MONTHS AFTER THE EFFECTIVE DATE OF THIS MASTER SERVICES AGREEMENT, OR THIRTY-SIX (36) TIMES THE AVERAGE MONTHLY CHARGES THUS FAR, WHICHEVER IS MORE.

13.3   Exclusions and Stipulations Relative to Section 13.2 as it Pertains to Supplier.

THE PROVISIONS ABOVE IN THIS SECTION 13 SHALL NOT APPLY TO: (A) LOSSES ARISING OUT OF GROSS NEGLIGENCE OR WILLFUL OR INTENTIONAL MISCONDUCT; (B) LOSSES ARISING FROM SUPPLIER'S BREACH OF SECTION 5 (CONFIDENTIAL INFORMATION); OR (C) LOSSES ARISING OUT OF SUPPLIER'S OBLIGATIONS TO INDEMNIFY ANY INDEMNITEE. FURTHER, TO THE EXTENT THAT A CUSTOMER PURCHASE AGREEMENT CONTAINS REIMBURSEMENT OR INDEMNIFICATION OBLIGATIONS RELATED TO A SUPPLIER'S BREACH OF ITS DATA SECURITY OR DATA PRIVACY OBLIGATIONS, SUCH REIMBURSEMENTS SHALL BE DEEMED TO BE DIRECT DAMAGES AND NOT ANY OF THE TYPES OF DAMAGES DESCRIBED UNDER SECTION 13.1 ABOVE AND SHALL NOT BE GOVERNED BY THE LIABILITY CAP UNDER SECTION 13.2 ABOVE.

14.   Miscellaneous.

14.1   Assignment and Delegation.

Unless GTA gives its prior written consent (such consent not to be unreasonably withheld),Supplier shall not assign any of its rights or delegate the performance of any of its duties under this MSA, regardless of whether such assignment or delegation is voluntary or involuntary, and whether it is by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment or delegation by Supplier without such consentshall be null and void.

14.2   Amendments.

The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this MSA to provide for the orderly implementation of all undertakings described herein, and the Parties agree to cooperate in good faith in connection with such amendments if and as necessary; provided, however, no change or modification or otheramendment to this MSA shall be valid unless the same is reduced to writing and signed by both Parties.

14.3   Headings.

The headings in this MSA have been inserted for convenience only and shall not affect orcontrol the meaning or construction of any of the provisions of this MSA.

14.4   Waiver.

The Parties may waive a provision of this MSA only by a writing executed by the Party orParties against which the waiver is sought to be enforced. No failure or delay in exercisingany right or remedy, or in requiring the satisfaction of any condition under this MSA, and no act, omission or course of dealing between the Parties shall operate as a waiver or estoppel of any right, remedy or condition. A waiver made in writing of a right under or provision of this MSA on one occasion shall be effective only for that instance and occasionand only for the purpose stated and a waiver once given is not to be construed as a waiveron any future occasion or against any other Party

except as expressly provided in the applicable writing executed by the Party against which enforcement is sought.

14.5   Severability.

All provisions of this MSA are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. All provisions of this MSA will be construed in such a manner as to carry out the fullest intention of the Parties as is enforceable and valid.

14.6   Remedies.

No remedies or rights herein conferred upon the Parties are intended to be exclusive of any remedy or right provided by law or in equity, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).

14.7   Publicity.

Supplier shall not release without GTA's prior written approval any publicity regarding this MSA, including but not limited to, notices, information, pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Supplier, identifying the State of Georgia or GTA; however, Supplier may reference this MSA in proposals for other contracts, subject to reasonable confidentiality restrictions, without GTA's prior approval.

14.8   Applicable Law and Venue.

The laws of the State of Georgia, U.S.A., without regard to its conflict of laws principles, govern all matters arising out of or relating to this MSA and the transactions it contemplates, including its interpretation, construction, performance and enforcement. Any lawsuit or other action based on a claim arising from this MSA shall be brought in the Superior Court of Fulton County, Georgia.

14.9   No Liens.

Supplier will not file, or by its action or inaction permit, any liens to be filed on or against property (including realty) of GTA. In the event that any such liens shall arise as a result of Supplier's action or inaction, Supplier shall promptly obtain a bond or otherwise undertake to fully and promptly satisfy such liens and remove or have such liens removed at its sole cost and expense within no more than ten (10) business days of such lien arising. If Supplier fails to so satisfy and have removed any such lien, GTA may, in its sole discretion, pay the amount of such lien and deduct such amounts from payments due to Supplier or, if no further payments are due, promptly recover such amount from Supplier.

14.10   Notice.

Any notice required or permitted under this MSA shall be in writing sent to the addressee listed below, and will be effective upon receipt as demonstrated by reliable written confirmation (for example, certified mail receipt, courier receipt or facsimile receipt confirmation sheet). Each Party may change its addressee information by notice pursuant to this provision.

To GTA	To Supplier	
Georgia Technology Authority	Verizon Business Network Services, LLC	with a copy to Verizon Business Services
47 Trinity Avenue	10000 Park Medow Dr.	111 Main Street White Plains, NY 10601
Atlanta, GA 30334-9006	Lone Tree, CO 80124	Attn: VP & Deputy General Counsel
Attn: Contract Management	Atten: Customer Service	

Telephone: (404) 463-2300	1-800-837-4966
Fax: (404) 651-5333	
Email: Contracts@gta.ga.gov	email: notice@verizon.com w/ Subj: OFFICIAL LEGAL NOTICE

14.11 Counterparts.

The Parties may execute this MSA in multiple counterparts, each of which constitutes anoriginal, and all of which, collectively, constitute only one agreement. The signatures of both Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or by electronic mail shall be as effective as executing and delivering this MSA in the presence of the other Party. No Party shall be bound by this MSA until all Parties have executed it.

14.12 Order of Precedence.

In the event of any conflict or inconsistency among the terms of the various documents that collectively comprise this MSA, then to the maximum extent that the conflicting or inconsistent terms can reasonably be interpreted so that such terms are consistent with and supplemental to one another and do not conflict with each other, such consistent, non-conflicting and supplemental interpretation shall prevail, in a manner that gives effect to all of such terms. Subject to the foregoing, any conflict or inconsistency in this MSA shall beresolved by giving precedence in the following order: (a) this MSA, excluding its Exhibits;
(b) the Exhibits to this MSA (including **Exhibit 1C (Form of Customer Purchase Agreement)** and (c) the Request for Proposal and response materials.

14.13 Entire Agreement.

This MSA constitutes the final and complete agreement between the Parties as of the Effective Date, and is the complete and exclusive expression of the Parties' agreement onthe subject matter and supersedes any and all other prior and contemporaneous agreements and understandings between the Parties, whether oral or written. The provisions of this MSA may not be explained, supplemented or qualified through evidenceof trade usage or a prior course of dealings. In entering into this MSA, neither Party has relied upon any statement, representation, warranty or agreement of the other Party except for those expressly contained in this MSA and the exhibits incorporated herein. There are no conditions precedent to the effectiveness of this MSA, other than those expressly stated herein.

14.14 Survival.

Any provision of this MSA which contemplates performance or observance subsequent toany termination or expiration of this MSA shall survive any termination or expiration and continue in full force and effect. Additionally, all provisions of this MSA shall survive expiration or termination to the fullest extent necessary to give the Parties the full benefit of the bargain expressed therein.

14.15 Interpretation.

Unless the context requires otherwise, (a) "*including*" (and any of its derivative forms) means including but not limited to, (b) "*may*" means has the right, but not the obligation todo something, and "*may not*" means does not have the right to do something, and (c) "*will*" and "*shall*" are expressions of command, not merely expressions of future intent orexpectation.

14.16 Further Assurances.

The Parties agree that they will execute and deliver such other instruments and documents, and

take such other actions, as the other Party may reasonably request to evidence or effect the transactions contemplated by this MSA.

14.17 Protection of State Equipment.

A vital component of GTA's mission is ensuring that any equipment or services procuredand/or offered by GTA adequately protects the security of governmental/public sector data. GTA has previously relied on the John McCain National Defense Authorization Act,
H.R. 5515 (https://www.congress.gov/bill/115th-congress/house-bill/5515/text#toc-H4350A53097BD46409287451A50C4F397), which provided that agencies of the federal government are prohibited from procuring equipment or services from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).For similar reasons, GTA determined that suppliers utilizing equipment or services provided by these entities would be excluded from GTA contracts. At the present time, prospective suppliers are advised not to use Huawei or ZTE as components or sub- components in any of their offered technical solutions/Catalogs. Lack of adherence mayresult in a range of actions available to GTA, up to and including disqualification/contractcancellation.

[Signatures begin on next page]

IN WITNESS WHEREOF, each Party has caused its authorized representative to execute this MSA as of the Effective Date.

GEORGIA TECHNOLOGY AUTHORITY

By: _____
    B3AA7D09247D447...

Name: Chris McClendon

Title: CPO

Date: 3/10/2022

VERIZON BUSINESS NETWORK SERVICES, LLC

By: _____

Name: Anthony Recine

Title: SVP

Date: 03/09/2022

EXHIBIT 1 - CUSTOMER DOCUMENTS

1.0 Core Contact Center Services

1.1 Hosted Services

The Service provider's solution addresses the requirements in this section with the following:

Verizon's Response

Verizon's Virtual Contact Center (VCC) is a cloud-based solution, delivered in a software-as-a-service (SaaS) model. Each of our available components, from core automated call distribution (ACD)/interactive voice response (IVR), to Workforce Optimization (WFO)/Workforce Management (WFM), reporting, dialer, etc. are delivered via our publicly hosted, cloud-based model.

Our Hosted Services include:

- Omni Channel Routing

- ACD

- IVR

- Interaction Channels

    o Voice

    o Email

    o Chat

    o Short Message Service (SMS) text

    o Voicemail

    o Social Media

    o Work items

- Dialer (Predictive, Progressive, Preview, Agentless)

    o Supports voice, SMS text, and email

    o Allows automatic synchronization with customer relationship management (CRM)/databases (DBs)

- Analytics

    o Reporting

    o Dashboards

    o Interaction Analytics supporting voice and textual channels

- WFO

    o WFM

    o Quality Management (QM)

    o QM Analytics

    o Feedback Management

    o Performance Management and Gamification

- Automation and Artificial Intelligence (AI)

    o Workforce Intelligence

- Studio Application Development Tool

- Open Cloud Foundation

    o CRM Integrations

- o Unified communications-as-a-system (UCaaS) Integrations
- DEVone (development platform for application development within VCC) Ecosystem
  - o RESTful Application Program Interfaces (APIs)
  - o Voice-as-a-service
  - o Federal Risk and Authorization Management Program (FedRAMP) and other critical certifications
- Disaster Recovery (DR)

1.2 Automatic Call Distribution

The Service provider's solution addresses the requirements in this section with the following:

Verizon's Response

VCC provides an ACD, a web application where you create, customize, and manage your contact center. The core of our ACD advanced, skills-based routing natively directs and performs contact routing based on agent skill assignment, queue priority, agent proficiency, and availability within that skill level. Our ACD automatically monitors these metrics and adapts in real-time, including when a change is made within the IVR call flow. With our ACD software, GTA has complete control over how customers interact with your multi-channel call center.

1.3 Auto-Attendant and Integrated Voice Response

The Service provider's solution addresses the requirements in this section with the following:

Verizon's Response

Auto-Attendant

Our VCC Auto-Attendant system allows your citizens to be automatically transferred to an extension without the intervention of a receptionist, regardless of employee geography. Callers can find users by using the dial-by-name or company directory. When an agent sets his or her phone status to out-of-office, calls can be forwarded to another extension, such as a backup user, to make sure all calls are answered. Alternatively, calls can be sent to voice mail. The following graphic depicts the view from an agent's perspective when using this feature.

Our Auto-Attendant can be used company-wide, even with departments not using the VCC ACD solution for all call routing. For those departments using VCC for all call routing, our Auto-Attendant is an efficient way to get the callers to the right person, even when they do not need to talk to an agent.

Auto-Attendant provides corporate directory and voicemail management features that tightly integrate with the VCC platform through roles based user interfaces. Examples of these features are:

- Seamless integration with the VCC ACD
- Provides a unified experience to all callers

- Centralized voicemail management

- Manageable outside of the central platform

- Transfer inbound callers without live intervention

- Connects to mixed telephony and connectivity models

- Management features that do not require a VCC login to administer

- Work on-site or remote, the voicemail system is the same experience for users regardless of their location

Interactive Voice Response (IVR)

VCC has the standard capability to play various treatments or announcements that inform callers that "all agents are busy", "please wait while your call is transferred", "you are the seventh caller in queue", or "the longest current wait time is X minutes". The script can then be configured to offer the caller the option to continue to hold, to leave a voicemail, or to receive a call back. The solution can also play music and define the delay interval for all your announcements. The flexibility of our solution allows you to design the customer experience (CX) to include the elements you require. This is achieved using VCC Studio. In addition, each prompt can be configured to support interruptible or non-interruptible messaging as your business rules determine.

- Messages within the VCC environment are simply recorded 8-bit monophonic .WAV files. These .WAV files can be played at specific points of a call flow; either as a greeting, announcement, or menu in the IVR; or as a hold music message, greeting, or menu.

- The VCC environment allows for variable substitution to be affected when specifying the filename of the .WAV file to play at a certain point. Messages can be dynamic based upon certain conditions. For example, if a variable in the call flow process specified English or Spanish, it would be possible to use that variable to ensure that the correct .WAV file containing the correct language would be played.

VCC has full logical routing capability within a call flow, and .WAV files can optionally be played for callers due to the value of any variable, including those populated by a DB dip previously in the call flow. This allows structures to be placed in the call flow allowing for certain messages/greetings to be played if fields in an external data source contained certain information. For example, if you had an optional message to indicate high call volume and that message was meant to play if a field in the external data source was populated with a data point to reflect such a condition, the message could be played (or suppressed) based on what that data point contains. VCC provides a robust RESTful API framework that is leveraged for native and integration capabilities. As part of our RESTful API framework, Verizon includes a mobile software development kit that supports development on both iOS and Android for both mobile apps and web design tools. GTA can enjoy visual IVR capabilities, select a third party visual IVR solution, or leverage a visual IVR partner from the supporting CXexchange marketplace to create and deploy a visual IVR solution utilizing our APIs and platform. In each scenario, both estimated wait time and scheduled callbacks (first in, first out/skill rules virtual hold) can be utilized within VCC. Many of our customers provide a visual indicator inside a mobile app experience that shows current wait times and offers an Omni Channel experience for callers to decide their preferred contact channel. VCC supports Chatbot /AI and self-service assistance capabilities to help deflect workloads from live agent, where appropriate.

1.4 Reporting & Analytics

The Service provider's solution addresses the requirements in this section with the following:

Verizon's Response

VCC provides comprehensive and fully integrated reporting tools: pre-built reports, custom reporting, data download, direct data access, VCC Performance Management, and via APIs which not only give customers access to the raw data, but the analytical tools designed to empower the customer with insight into the contact center data as they have never had before.

Verizon's VCC reporting offers a rich selection of real-time, historical, pre-built, and ad hoc options. Customizable reports can be configured on-the-fly and saved as a repeatable template, if desired. Reports are permissions-based, users are only shown the reports they are authorized to view. Since VCC user administration is browser-based, reports are available on any internet-connected computer.

Real-time dashboard reports, or widgets, display real-time data about agents. Data such as the states the agents are in (i.e. available, unavailable, and work state), the number of agents in the different states, detailed information about contacts, and current queue information. Real-time dashboard reporting is available within VCC User Administration, VCC Performance Management, and APIs. These reports always run in real-time and are refreshed every five seconds. The following is a list of the available real-time widgets:

- Agent Count by State

- Agent Counter

- Agent List

- Agent Zoom
- Contacts States by Skill
- Queue Counter
- Skills Summary
- Other State Statistics

- Contact List
- Agent Performance
- Queue Trend
- Outbound Skill Monitor
- Unavailable Statistics

- Contact Zoom
- Agent Performance by Hour
- Service Level
- Outbound Agent Monitor
- Agent WFO Performance

Widgets can be added to a dashboard and then customized based on their report settings. This enables many combinations of data choices based on your contact center setup (campaigns, skills, agents, teams, etc.) for each widget type.

Historical reporting is web-based and provided via visually appealing pre-built reports containing core contact center metrics for easy printing. Historical widgets use the dashboard to display valuable historical data and are refreshed automatically every five minutes or on-demand. Additionally, the dashboard enables GTA to generate data for a selected a date range. The following is a list of the available historical widgets:

- Agent Performance
- Campaign/Skill Summary
- Unavailable Statistics

- Agent Performance by Hour
- Contact Statistics
- Agent WFO Performance

- Agent Summary by Day
- Other State Statistics

Custom reporting lets you create, maintain, and distribute custom-built report templates. A simple user interface delivers two reporting data paradigms, contact start and interval data, providing flexibility in how reporting data is presented. Custom reports can be downloaded in Excel, comma-separated values (CSV), PDF, or via APIs. Templates created can be used to assess agent and contact performance, present statistics to leadership, or archive results. Custom reports can be scheduled to run automatically or on defined intervals so that GTA get reports without having to think about it.

Data Download enables you to download raw contact detail level reports in a variety of formats, including Excel, CSV, Tab Delimited, XML, and API. Its intuitive interface is easy to use, plus GTA can schedule historical reports to be automatically delivered. These custom reports are commonly used for the blending of data originating from third-party sources or performing user-initiated local backups.

Direct Data Access is meant for those customers that don't have sophisticated business intelligence platforms but need a bit more than the typical reporting options. Direct Data Access provides a flexible solution that allows data analysts to connect directly to their VCC data in order to create powerful pivot tables or friendly reports using the built-in capabilities of Microsoft Excel 2013. This solution goes beyond standard reporting capabilities by putting the power and flexibility in the hands of the customer to see their data in a way that makes the most sense to them.

VCC Performance Management Dashboard Reporting enables GTA to aggregate business and contact center key performance indicators (KPIs) into a consolidated, integrated solution. VCC Performance Management enables agent engagement and empowerment, allowing executive visibility and strategy, along with coaching and gamification modules. With real-time and historical performance data GTA can identify correlations easily across data sets, take action with proactive problem notifications to supervisors via automated alerts, foster empowerment and focus with customized employee dashboards, and reduce operating costs through maximum visibility.

1.5 Call Recording & Basic Quality Management

The Service provider's solution addresses the requirements in this section with the following:

Verizon's Response

Call recording is a core part of our call center solution functionality; however, QM is an optional solution that includes scorecards, evaluation forms, and reports. This feature is an optional add-on with a prebuilt integration with our ACD.

Our optional VCC QM can be configured to record 100% of the voice and screen recordings for incoming, outgoing, and agent to agent calls. The screen capture recording length can be pre-determined. It can be set to continue to record screen capture five, 10, or an interval of your choosing after the interaction with the customer has completed. Verizon's QM tool provides for monitoring of live calls to include live screen monitoring.

The VCC Supervisor interface allows supervisors to perform critical daily job functions, such as monitoring and interacting with agents, while maintaining a real-time pulse on contact center performance. Supervisors can discreetly listen to calls, coach agents on calls without the citizen hearing, barge in on calls so both the agent and the citizen can hear, take over calls to disconnect the agent and manage the rest of the call, and force an agent to log out of the Agent application. The Supervisor interface is a browser based, html5 application.

1.5.1   Call Recording

Verizon's Response

VCC allows for automated recording of calls, to include any percentage of calls and call types that you deem necessary based on skill, agent, or team. Call recording can be automated to record every call, a certain ratio of calls, or every sixth call, etc. This can be at the scripting level without concern of an agent being able to turn off a recording feature. This also provides the ability to manage the percentage of calls recorded per direct inward dial/caller. Additionally, call recordings are contact specific. The recording is made from the initial contact through its life; including when put on hold and transferred.

VCC provides a supervisor desktop that allows silent monitoring of agents and impromptu recording of calls. Neither the agent, nor the caller, is given notification that the call is being monitored.

1.5.2   Customer Surveys

Verizon's Response

One of the biggest challenges in a contact center is knowing how to improve customer service and identify the core causes of dissatisfaction. Our VCC Voice of the Customer (VOC) Feedback Management solution solves this problem. This tool delivers a customer service survey immediately following a contact allowing the citizen to leave comments regarding their experience. These results are made available to the agent and managers in near real-time. VCC VOC measures both internal and external performance using feedback surveys measuring customer satisfaction and Net Promoter Score (NPS). Verizon's VCC VOC delivers expertise and insight, assisting GTA in understanding where to focus energy for both positive and negative feedback. Feedback Management allows a survey to be conducted by both the agent and the customer on an individual interaction. The interaction can be voice, SMS, email, chat, or other social media channels. When perception of how the call went are different between the agent and the citizen, this is an opportunity to improve the citizen's experience.

Because feedback is channeled directly from the citizen to agents, GTA's front-line team can self-correct and continuously improve based on the results. Rather than relying on "interpretations" of how a supervisor or quality team member thinks the caller felt, agents can see and hear caller comments.

In addition, VCC Performance Management delivers real-time data and business intelligence for all levels of call center operations. VCC Performance Management is a revolutionary, optimization solution engineered by call centers, for call centers. VCC Performance Management drives successful execution by aggregating performance data from disparate systems, and acting on the data with proven business improvement processes. VCC Performance Management increases accountability and creates a culture of continuous development essential to reaching business objectives.

VCC Performance Management is a suite of management tools developed to meet the specific needs of front line sales and service activities. By delivering real-time, personalized performance data to every employee on the floor while automating critical managerial activities, VCC Performance Management increases efficiency for management, supervisors, and agents. By providing real-time visibility into agent level activities, VCC Performance Management drives greater executive visibility and impact; enhances supervisor effectiveness and efficiency; and increases front line agents' productivity and proficiency.

The VCC Performance Management dashboard solution aggregates your businesses KPIs into a consolidated, integrated solution. With real-time, personalized performance data you can identify correlations easily across data sets, take action with proactive problem notifications to supervisors via automated alerts, foster empowerment and focus with customized employee dashboards, and reduce operating costs through maximum visibility. Three key benefits of our dashboard solution are:

- Performance: Measure the performance of each agent, coach, manager, site, and project. Track emails, chats, tweets, tickets, and calls using the multi-channel performance dashboard. There are no limitations on KPI measurements, including the ability to create global performance scores using weighted KPIs for a unified performance score.

- Flexibility and Speed: VCC Performance Management moves at the speed of your business. Utilize a suite of customizable reporting modules that can be built and modified on the fly with a user friendly dashboard toolkit. GTA gets immediate visibility into each area of opportunity, and is able to quickly measure an individuals' development and effectiveness.

- Transparency: Get real-time tracking, trending, and reporting on agent, team, and project quality metrics. With this level of detail, you can quickly identify best practices, potential concerns, and process improvements. Agents are given real-time incentive tracking so they can track their own performance.

1.6 Network & Transport

The Service provider's solution addresses the requirements in this section with the following:

Verizon's Response

VCC is extremely flexible and supports many network transport models. Options include public switched telephone network, voice over IP (VoIP)/session initiation protocol/WebRTC over public internet or multiprotocol label switching transport, or a mixed combination of those options depending on transport requirements or preferences. Specific network recommendations are provided upon review of customer specific requirements. Monitoring of the system is provided by the NICEInContact network operating center (NOC) located in Salt Lake City. In the event that the NOC should fail, a secondary NOC is located in the NICEInContact LA facility. The NOCs monitors the applications, as well as the dedicated and toll free traffic coming into and out of our cloud. We monitor the network continuously and handle issues related to network uptime and follow-up on issues that may arise.

Verizon can provide network-as-a-service so that all the network requirements of the GTA are accommodated.

1.6.1 Toll-Free Service Requirements

Verizon's Response

VoIP Inbound extends Verizon's traditional toll free network to enable VoIP terminations via standard types of access, such as Internet Dedicated Access and Private IP. VoIP Inbound calls can be received via traditional North American toll free (8xx) numbers. VoIP Inbound calls may also be received from any country where Verizon offers international toll free service or universal international free phone numbers service. VoIP Inbound calls can terminate to IP contact center-certified devices, such as VCC, in the US and anywhere in the world where Verizon has received governmental or regulatory approval for such terminations. For more information on Verizon's toll free service offering, please see our response in **2-B, section 2.2.1 Verizon's IP Toll Free Network**.

1.6.2 Trunking Requirements

Verizon's Response

VCC requires either toll free IP or voice over IP local origination (VILO) services for inbound connectivity and outbound connectivity.

1.6.3 Data Network Requirements

Verizon's Response

Agents only require a simple internet connection and a 10 digit telephone number for data connectivity for VCC.

1.6.4 VPN / Security for Transport

Verizon's Response

Verizon has access controls, secure encrypted transport, encrypted storage, scans, pen tests, policies, training, etc., to provide the State of Georgia with a Criminal Justice Information Services (CJIS) compliant solution.

Verizon performs both an annual Payment Card Industry (PCI) - Data Security Standard level 2 attestation (based on the number of cards expected through our system) and a SOC type 2 report for the purposes of confirming security and reliability of our systems. VCC does provide a service environment with PCI level 1 certification for businesses that require it. This may incur extra charges.

2.0 Enhanced Contact Center Services

2.1 Enhanced Quality Management

The Service provider's solution addresses the requirements in this section with the following:

Verizon's Response

VCC QM provides the ability to capture voice and screens. The solution can be configured to record voice and screen recordings for incoming, outgoing, and agent to agent calls. VCC QM stores the audio/video in .mp4 format.

VCC QM patented Quality Planner provides extensive automation quality assurance analysis automation capabilities including:

- Automatic delivery of the right interaction to the right evaluator for a quick point-and-click evaluation process.

- Centralized end-to-end management of the QM processes. Samples are sent to supervisors based on date/time, skill criteria (voice, email, and chat), categories etc. These samples support randomized and targeted business-driven quality tasks.

In the VCC QM module, custom scorecards are created for the purpose of scoring recorded agent interactions. Inside that tool, there is the ability to insert yes/no questions or questions with answers as radio buttons, check boxes, drop down menus of answers, etc. In addition, there is a question bank to keep often used questions across scorecards. This tool provides for the creation of Coaching Packages and Coaching Plans for those packages. Scorecards are completely customizable as needed.

VCC QM can be configured to record voice and screen recordings for incoming, outgoing, and agent to agent calls. The screen capture recording length can be pre-set. It can be set to continue to record screen capture 5, 10 or …X minutes after the interaction with the customer has completed. Our QM tool provides for monitoring of live calls to include live screen monitoring.

One of the advanced features of QM is the VCC Performance Management tool. Performance Management delivers gamification in the contact center. Gamification allows you to easily create incentives, rewards, and commissions that align with the KPIs and metrics most important to GTA's business goals. Supervisors can easily create incentives and rewards that align with KPI's important to the customer. Rewards and incentives can be based on multiple, weighted metrics. Users can create personalized profiles and bios with photos. Coaches and agents can create challenges based on performance objectives, increasing the social interactivity and competitive spirit between agents. Agents can view their incentives and commission status in real-time on their dashboards.

2.2 Enhanced Workforce Management

The Service provider's solution addresses the requirements in this section with the following:

Verizon's Response

Verizon's VCC WFO unlocks your team's potential by providing tools to inspire employee self-improvement, amplify quality to enhance CX, reduce labor waste, and ensure regulatory compliance. Patented technology powers the industry's most intelligent forecasting, fosters employee ownership and accountability, and gives agents a unified experience across a cloud platform. As a natively developed suite, VCC WFO unifies WFM, QM, performance management, and call recording to deliver a better experience for agents, supervisors, and customers. With reduced effort and increased flexibility, GTA can achieve an optimal balance between operational efficiency and a superior customer service.

WFM is fully integrated with the VCC solution. This integration includes data synchronization from the ACD/IVR to minimize administrative tasks and includes out-of-the-box data feeds for real-time-adherence and historical data. Agents are able to view their work schedules or receive alerts on shift changes.

VCC WFM achieves a balance of employee needs, customer satisfaction, and cost containment by ensuring the right agents with the right skills are available at the right time. By matching customer demand to your scheduled workforce, VCC's call center WFM system assists you in creating the best-case staffing scenario, and ensures adherence with real-time visibility into staffing and call volumes.

Through the MAX application, the VCC agent interface, employees are able to view scheduled shifts and input time-off requests, bid for shifts, trade shifts, and be notified when approvals have been granted.

2.3 Customer Relationship Management (CRM)

The Service provider's solution addresses the requirements in this section with the following:

Verizon's Response

VCC has a variety of different methods for integrating with CRMs. Should the CRM system in question match our integration qualifications, the VCC solution will screen pop that information to the agent and memorializes that call data into a CRM record. The memorialization process depends on the integration method used and VCC's access given as a result of the integration. If the CRM system gives us sufficient access, then VCC can screen pop the CRM itself to provide info to the agent and to automate workflows. VCC CRM integration allows GTA to build integrations quickly. The following are examples of the benefits to GTA:

- Ease of customization and integration is essential for a complete contact center solution. VCC offers developer interfaces, pre-built integrations, and partner solutions.

- Over 250 RESTful APIs available and supported through documentation and an active developer community.

- Minimize test efforts with backward-compatible APIs that have been put through their paces in our own application prior to being published for your developer's use.

The VCC solution will integrate with the CRM either by utilizing a web service or through other DB accounts connection. The most common method is Web services. In this methodology, the VCC solution is configured to push the contact data, email contents, and any associated attachments to CRM either on transfer or completion of contact.

In addition to our standard API integration, Verizon has three standard integration packages available for many systems including Oracle, Salesforce, ServiceNow, and Microsoft Dynamics. An example of the integration packages is the one for Microsoft Dynamics. The VCC Dynamics CRM Essentials includes all the features of our click-to-dial and screen pop integrations plus call log files linked to call activity records and entities in CRM. Click a configured phone number in CRM to start an outbound phone call. For inbound calls, CRM helps search and pop the appropriate CRM records. When a call is logged the recording file can automatically be made available in CRM associated with a contact or call record.

With Microsoft Dynamics CRM Unified Service Desk (USD) and the VCC Dynamics CRM Professional package your agents can have a single portal to manage their workflow. USD combines the agent, customer management, CRM, KPI tracking, call dialogue, user interface workflows, knowledge base management, email support, and social media listening into a single sign-on portal.

The VCC Dynamics CRM Professional package includes the classic click-to-dial, screen pop, and call logging toolsets for standalone CRM, but adds the powerful option of deploying USD with an included integrated light agent. Agents will be better prepared to handle multiple sessions, average handle time can be improved, and the agent experience and focus will be improved.

The VCC solution, as part of handling a contact (across any media type), is able to initiate requests to third party systems through our contact flow design tool, Studio, over any number of technologies. Some of the most common methods are via web services, both RESTful and SOAP can be consumed natively, via direct DB queries such as a SELECT or INSERT or through HTTP URL calls. These requests can be generated at any point in the contact flow. Any data captured from within the IVR (including Omni Channel media if applicable) can be delivered to the agent's interface or via a third party solution for a screen pop.

Additionally, by utilizing DB dips into your CRM or DB, information regarding the customer's value, entitlement, or expectations can be utilized in determining the specific call flow for that customer. The VCC solution is very flexible. A single business unit (BU) can support multiple contact centers or separate BUs can be configured for each contact center each with varying needs.

For a single BU model, VCC can see all the individual 'sites' as one large virtual contact center and will route to any site, any agent based upon your routing needs. The ACD features of VCC allow for agent groups to be located across several different sites or a skill to be assigned to agents across multiple sites.

Verizon can provide a world-class suite of solutions that blends human and AI to enhance the customer engagement experience. Digital CX is an end-to-end managed service that deploys automation into enterprise and business owner's CX tools. Digital CX is designed to help those agencies harness AI and take their customer service to the next level. Through Digital CX, citizens who contact their State Government – whether on social media, chat, email, text, or over the phone – will receive personalized experiences based on past interactions that are delivered through a mobile-first interface. Customer service representatives are given access to information seamlessly between platforms 24x7. The solution provides a deliberate method of collecting insights, learning from them, and quickly developing efficiencies.

Digital CX is made up of four solutions that can be accessed 24x7x365:

- Virtual Agent: The Virtual Agent uses AI to incorporate intelligence that can solve citizen challenges on the spot. The Chatbot is smart enough to understand what it knows and what it doesn't, and it escalates more complex issues to live agents when needed, without losing any of the situational context.

- Live Agent: Digital CX's Live Agent feature can be used as stand-alone solution facilitating communication via text, voice, or video. Whether citizens are reaching out over a website chat, messaging applications, or within a mobile application, Live Agent provides the direct connection to your contact center agents. Personalized interactions are delivered at critical moments by surfacing the conversation details, website browsing status, and interaction history instantly.

- Knowledge Assist: Knowledge Assist combines intelligent, easy-to-use authoring tools with machine learning capability to deliver the most relevant answers and next best actions for your agents. Reaching out across internal and external data sources and combining with consumer history, Knowledge Assist helps provide personalized responses to agent inquires.

- Social Engagement: To stay on top of trends and insights across social media, Social Engagement offers monitoring, analysis, and engagement tools on one platform. These tools help businesses surface trending topics posted on social media about their brand, engage influencers, mitigate crises, and run social ad campaigns from a unified dashboard.

Pricing for Digital CX has been provided for your review.

3.0 Transition Requirements

3.1 Setup & Transition

The Service provider's solution addresses the requirements in this section with the following:

Verizon's Response

There are various stages during an implementation project where contingency time can be allotted. It can either be increased or decreased as necessary. Additionally, since VCC is a cloud solution that requires no hardware at your site, there will be minimal impact to GTA's existing IT/telecom infrastructure.

Projects are unique to some degree for every customer as they are tailored to the end customer requirements and needs. Verizon has completed large transition programs for many enterprise customers. Each delivery and transition plan has common factors, but we pride ourselves on the flexibility to customize a model that works for our customers. Program challenges arise and are handled in a controlled logical approach which is key. Most challenges are based on assumptions and expectations that a cloud ACD and cloud functions will work in the same approach as an on-premises solution, this includes the administration of such a solution. We handle this by been transparent and making sure the program has a good communication plan and open forums to ask any questions.

Verizon looks to empower our customers with knowledge so that they get the best from the solution. Once implementation has taken place, testing of the system is complete, and the project goes live, transition to chosen support packages begins immediately. Verizon provides a project planning timeline with check points all along the way to ensure a smooth implementation and transition to the VCC solution.

VCC implementation team resources are not assigned until an order for service has been received. Attached is a resume of a Verizon VCC Project Manager (PM) identified as K.W. and a Verizon VCC Configuration Specialist identified as R.K. K.W. and R.K support complex implementations for VCC and their qualifications are indicative of the skills amongst the VCC implementation team surrounding project management and configuration of Verizon's contact center solutions.

KW CCS VCC PM
Resume (1).doc

RK CCS VCC CS
Resume.docx

The VCC Implementation Team utilizes audio and web-based tools to provide end-to-end project management for all VCC implementations (no onsite services are provided). All projects begin with a review of the overall process and quickly proceed to requirements gathering to determine the criteria and business rules needed to successfully configure ACD, IVR, and multimedia routing for the customer's contact center.

Once the scope of the project is agreed upon, the VCC Implementation Team will work closely with GTA's designated administrator(s) to configure the details of the call flow, providing hands-on training throughout the process. Our goal is to work side by side with GTA to help you learn and understand all the components involved with your VCC application. This allows GTA to manage and grow VCC for future business needs. When the scripting is complete, the VCC Implementation Team will test the VCC configuration prior to handing off to GTA for independent user acceptance testing.

To ensure that all VCC users are prepared for the transition to VCC, extensive online training resources are available for on-demand review and train-the-trainer training is provided for GTA's designated trainer(s). On the agreed upon go-live date, the VCC PM coordinates all cutover activities and ensures that calls are being delivered to VCC agents.

A 10-business day monitoring period follows the cutover. During this time the VCC PM remains engaged to address any post-cutover issues that may arise and answer questions as needed prior to the formal handoff to VCC Support.

The documents used in the development of the VCC solution, call scripts, recorded announcements, data interactions, and other elements of the VCC solution, are documented in the Statement of Work that is approved by GTA and a copy is provided for your records.

During implementation, updated project plans can be provided weekly with access to smart sheets showing project status. Status updates are provided in the form of a verbal review at the weekly project status meeting of the project plan, calling out any issues if necessary, then followed up with meeting minutes.

4.0 Training and Support

4.1 Training

The Service provider's solution addresses the requirements in this section with the following:

Verizon's Response

Verizon offers on-line training that's available all the time. State of Georgia implementation project leaders will be recommended to complete a list of initial on-line training, at the start of the implementation process, in an effort to familiarize themselves with VCC. As a result, the project leaders will understand what's expected of them as part of the implementation phase. Verizon also provided onboarding training that normally includes administration training as well as train-the-trainer training, so that those people can train the rest of the staff.

Verizon maintains a library of all training available both on demand and scheduled to GTA related to all of the product that are deployed in this solution. We provide online documentation of the product suite to customers as part of the software licensing and service agreement. The web portal training is available 24x7x365.

NICEInContact provides the interactive NICE CXone University for taking specific, focused courses for such things as ACD/ IVR, Outbound (dialer), Studio (Scripting Tool), and WFM. This is also where GTA will find links for eLearning and classroom training schedules.

The VCC solution provides online help (searchable) and documentation relevant to each user and application. In addition, we provide numerous self-paced recorded training as well as live webinar sessions. VCC documentation and online help may be accessed via the web at: https://help.nice-incontact.com/content/home.htm.

4.2 Technical Support

The Service provider's solution addresses the requirements in this section with the following:

Verizon's Response

Verizon welcomes the opportunity to partner with GTA. As a SaaS only vendor, we earn our customers business each and every day. We ensure success by offering Technical Account Managers (TAMs) whose sole focus is your success.

The Senior/Principal TAM is a seasoned account management, program/project management, and technical resolution professional. Typically this individual has a minimum of 8-10 years of experience in technology, cloud solutions, and contact center solutions. They are the single point of contact, acting as an advocate and advisor to their customer and unified with team members across the company in exceeding customer expectations, The TAM is responsible for resolving the most complex problems and providing excellent technical and customer service to enterprise-level accounts. Working with the most skilled resources across the company, the TAM helps our most strategic and largest customers overcome issues that arise and succeed in their business, using our technology and services.

NICEInContact makes a TRUST site available to our customers in our support portal, which customers can access. Verizon makes every effort to ensure that its customers experience minimal downtime. We do this by providing robust applications on fully redundant hardware environments. These environments are monitored 24x7 by our NOC. We also have a 24x7 support number for reporting problems should they occur.

NICEInContact support personnel are located mainly in a Salt Lake City office, with additional support located in Columbus, Ohio. We provide access to NICE CXone experts via telephone, email, and online case submittal during expanded 24/7/365 coverage for all issues.

5.0 General Requirements

5.1 Pricing Model

The Service provider's solution addresses the requirements in this section with the following:

Verizon's Response

The pricing in this proposal is based on the Verizon Unique agent license model for VCC.

The User feature carries both a flat Monthly Recurring charge, based upon a committed number of users, as well as a variable consumption charge for the number users logged in beyond the committed amount.

- The Unique Logged in Agent measures the number of agents (or supervisors) who login to the ACD / Dialer platform at any point, for any duration, during the billing interval. Each Unique logged in user includes:

- 1 ACD Agent (includes Voice , Email, Chat and voice callback) (SMS capabilities are a separate but available option)

- 1 Campaign Dialer Agent (For a selected station, the agent can operate either as an ACD agent or as a dialer agent at any given time. Initial availability of campaign dialing functionality requires a Dialer Implementation.)

- 1 Universal Port - Used for IVR and voice, but does not affect chat or email

- 1 GB Data Storage and Management for storage of recordings, prompts, scripts, messages, files, and more.

- Includes access to call monitoring and call conferencing

- Accounts support FTP or SFTP delivery of call recordings

- Supervisor reporting

- ACD / IVR programming toolset (i.e., inContact Studio)

- Agent Scripting

FedRAMP Unique licenses measure number of users logging into the FedRAMP Certified version of Virtual Contact Center. The details of what's included for this billing model mirrors the details above, but on the FedRAMP Approved framework.

This model offers the ability to have agents grow into new Omni Channel capabilities as your constituents adopt new ways to communicate with your agency. All of the reporting systems in VCC already support the total breadth communication channels.

The systems can grow and retract at the customer's convenience and that growth can be accommodated by the agency itself through training classes available on line.

Pricing for the Digital CX is done as a managed Service. This allows us to continually grow and develop the manner in which the product grows and develops as a solution with in the State of Georgia.

5.2 Security Requirements

The Service provider's solution addresses the requirements in this section with the following:

Verizon's Response

Verizon's VCC solution is a true cloud platform, which means that there is no hardware or other equipment to deploy and manage. Everything needed is completely hosted in our data centers and provided on a subscription basis. This includes all system management applications, agent and supervisor tools, etc.

No plugins or browser add-ons are necessary for use with VCC. All that is required is an HTML5 enabled browser.

To access the full list of the supported environments, please see the following link: https://help.nice-incontact.com/content/platformrequirements/platformrequirements.htm?Highlight=supported%20environments.

For more information on Verizon's security offering, please see our response in **"Attachment 2-B, Section 2.3, Security for Protected Voice/Data for Compliance.**

EXHIBIT 1A

ORDER PACKAGE (CUSTOMER PURCHASE AGREEMENT, CATALOG OF SERVICES, SERVICE LEVELS, PRICING)

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EXHIBIT 1B
Customer Participation Acknowledgment Form

This **Customer Participation Acknowledgement** is executed and delivered by the undersigned ("**Customer**"), in connection with its participation in the GTA Direct Program, including its execution of that certain Customer Purchase Agreement dated _____, 20___ with _____, Inc. ("**Supplier**") and for the benefit of GTA and the State of Georgia. Terms not defined in this Customer Acknowledgement have the meanings applicable under the Customer Participation Agreement or other applicable GTA Direct documentation.

Customer acknowledges and agrees that in participating in the GTA Direct Program (including its execution of the Customer Purchase Agreement), it is acting solely on its own behalf and that neither GTA nor the State of Georgia (nor any third party) will be liable under or with respect thereto, including for any of Customer's or Supplier's obligations in connection therewith or with respect to any delivery or failure of the Services. Any claim or cause of action that Customer may have under the Customer Purchase Agreement shall be exercisable solely against Supplier and not GTA or the State of Georgia.

Invoicing and Payment.
Service Provider shall invoice the Customer, and Customer shall pay Service Provider, for the Services performed in accordance with the applicable Customer Purchase Agreement. Unless otherwise set forth in the applicable Customer Purchase Agreement, Service Provider shall render such invoices monthly in arrears, in a format approved by GTA. Each invoice shall set forth the Charges and show such details as reasonably specified by GTA, including all applicable expenses, taxes and such other information as is necessary to satisfy Customer's internal accounting requirements. Customer shall pay undisputed, invoiced amounts no later than thirty (30) days after Customer's receipt of an accurate invoice. To the extent that Service Provider's failure to perform causes Customer to incur costs, then, without prejudice to Customer's other rights and remedies under the Customer Purchase Agreement, Customer may deduct the amount of such incurred costs from any amounts payable to Service Provider.

If any invoiced amounts are disputed in good faith by Customer, then until the Parties resolve the dispute, Customer may withhold such disputed amounts, provided that Customer shall pay any undisputed amounts on such invoice. In order to withhold any disputed amounts, Customer must inform Service Provider in writing of the amounts and reason for the dispute, prior to the date the payment otherwise would become past due. Nothing herein prevents Customer from later disputing a previously paid amount. No late payment or interest shall accrue on past-due amounts.

Customer acknowledges and agrees that Supplier may provide GTA with information about the Customer Purchase Agreement and Customer's continuing participation in the GTA Direct Program, including the Services provided, Service Levels attained, and the payable charges. Customer further acknowledges and agrees that it will comply with applicable requirements under the GTA Direct Program.

Customer

Signature: _____

Printed Name: _____

Title: _____

Email: _____

Phone: _____

Date: _____

EXHIBIT 1C

FORM OF CUSTOMER PURCHASE AGREEMENT

**Participating Entity Service Order Form to the Master
Services Agreement**

UAT-MAR17-USA-UAT01-addl1 (Participating Entity)	Verizon Business Network Services LLC on behalf of affiliates identified in this agreement (individually and collectively "Verizon Providers of U.S. Services") (Verizon)
Customer Signature:	**Verizon Signature:**
Name: Senthil Kumar	**Name:** Anthony Recine
Title: test	**Title:** Senior Vice President
Date:	**Date:**
Email: senthilkumar.x.velautham@verizon.com	

Participating Entity confirms that Customer has authorized it to contract for Services in Participating Entity's own name subject to the terms of the Agreement.

Valid if signed and submitted to Verizon by 16-Sep-2020.

This Service Order Form is entered into between Verizon and Participating Entity listed below pursuant to the Master Services Agreement ("Agreement") identified by Verizon Contract ID L16094-01 by and between Verizon Business Network Services LLC on behalf of affiliates identified in this agreement (individually and collectively "Verizon Providers of U.S. Services") ("Verizon") and the Georgia Technology Authority ("Customer"). This document is not effective until the Agreement has been fully executed. Participating Entity will receive and be invoiced for the Services it orders, pursuant to the terms of the Agreement. Participating Entity confirms that it has read and understands the Agreement and other information set out and incorporated by reference in this order (the "Contract").

Parties	
Participating Entity: UAT-MAR17-USA-UAT01-addl1	**Verizon:** Verizon Business Network Services LLC on behalf of affiliates identified in this agreement (individually and collectively "Verizon Providers of U.S. Services")
Registered Office Address: 2424 Garden of the Gods Rd Colorado Springs, CO 80919	**Registered Office Address:** One Verizon Way Basking Ridge, NJ 07920

USA	USA
Registered No., ABN or CIN (if applicable):	**Registered No. or ABN (if applicable):** Not applicable
VAT/GST/Consumption Tax Number (if applicable): N/A	**VAT/GST/Consumption Tax Number (if applicable):** N/A
Additional Legal Entity Information (if applicable):	**Additional Legal Entity Information (if applicable):** Not applicable
Address for Notices: 2222 75035 Frisco, TX USA arokia.benjamin@verizon.com	**Address for Notices:** Verizon Business Services 10000 Park Meadows Drive Lone Tree, CO 80124 Attn: Customer Service Email: notice@verizon.com With a subject of "OFFICIAL LEGAL NOTICE"

PRICING

1. **BILLING CURRENCY**. The following table indicates the currency(s) in which the Participating Entity will be billed for Optimized Services. Optimized+ services are provided via Verizon's automated rapid delivery platform. The "+" following the Service name indicates it is an Optimized Service (which may have been referred to as a Rapid Delivery Service); it is not a part of the Service name.

Verizon Legal Entity	Currency
MCI Communications Services, LLC d/b/a Verizon Business Services	USD

2. **SERVICES PROMOTIONS**

Access +

Optimized Service Promotion Name	Promotional Terms
Private IP Contract Signature Incentive	www.verizonenterprise.com/external/service_guide/reg/pr_private_ip_contract_signature_incentive.pdf

Private IP +

Optimized Service Promotion Name	Promotional Terms
Private IP Contract Signature Incentive	www.verizonenterprise.com/external/service_guide/reg/pr_private_ip_contract_signature_incentive.pdf

SERVICE ORDER FORM (OPTIMIZED SERVICES)

Quote ID	150445205
Quote Version #	0
Order Section #	399729

Order Summary by Location:

Location ID	Location Address	Service Provided by	Currency	MRC	NRC
18954059C	2 WALL ST, NEW YORK, NY 10005-2001, United States	MCI Communications Services, LLC d/b/a Verizon Business Services	USD	1,577.37	0.00
Total excluding Taxes (as defined in the Contract)			**USD**	**1,577.37**	**0.00**

Service Order Details: All Services provided by MCI Communications Services, LLC d/b/a Verizon Business Services unless otherwise specified. The invoice will be based on service configuration at time of invoice reflective of any changes made by the Customer. Charges are established below and in your contract, for services with pre- negotiated charges as noted by ^.

1. **Service**
   Delivered to:
   Location ID:
   18954059C
   2 WALL ST, NEW YORK, NY 10005-2001, United States

Service Summary	MRC (USD)	NRC (USD)
Access +	407.37	0.00
Private IP +	1,170.00	0.00
WAN Analysis Reporting +	0.00	0.00
Total (USD) excluding Taxes (as defined in the Contract)	1,577.37	0.00

Service Detail for Location ID(s): 18954059C (See Appendix and Contract for any additional charges)	Activity Type	Quantity	MRC (USD)	NRC (USD)
Access +, Service ID: 182020497 Activity Type: ADDED Service Commitment: 24 Months				
Local Access - Op/App Performance: Platinum / Platinum - 20 Mbps - UNI Speed: 100 Mbps (FastE)	ADDED	N/A	407.37	0.00
Additional Promotions included: • Private IP Contract Signature Incentive				
Private IP +^, Service ID: 182020501 Activity Type: ADDED Related Service: Access + 182020497 Service Commitment: 0 Months				
PIP Port - 20 Mbps - United States	ADDED	N/A	1,300.00	0.00
Discount: PIP USA (10%)			(130.00)	N/A
Class of Service - ETM - 20 Mbps - 0 Kbps	ADDED	N/A	0.00	0.00
Discount: PIP USA (10%)			0.00	N/A
Additional Promotions included: • Private IP Contract Signature Incentive				

WAN Analysis Reporting +^, Service ID: 182020505 Activity Type: ADDED Service Commitment: 0 Months				
Standard Select	ADDED	N/A	0.00	N/A
Provider Edge Statistics	ADDED	N/A	0.00	N/A
Total (USD) excluding Taxes (as defined in the Contract)			1,577.37	0.00

Appendix

To Service Order
Details

Appendix Summary: 1. Private IP +

1. Private IP + - Other Charges

Shown net of Discounts and Promotions.

Dynamic Network Manager **Applies to Location ID/Service ID(s): 18954059C / 182020501**			
Private IP Dynamic Port Pricing		**Private IP Dynamic Port Pricing**	
Port Speed	**MRC (USD)**	**Port Speed**	**MRC (USD)**
1 Mbps	164.70	8 Mbps	556.20
2 Mbps	259.20	9 Mbps	576.45
4 Mbps	90.00	10 Mbps	599.40
5 Mbps	448.20	15 Mbps	900.00
6 Mbps	493.20	20 Mbps	1,170.00
7 Mbps	524.70		
Private IP EF Real-time Pricing		**Private IP EF Real-time Pricing**	
EF Realtime CAR Speed	**MRC (USD)**	**EF Realtime CAR Speed**	**MRC (USD)**
0 Kbps	0.00	2 Mbps	63.00
8 Kbps	3.60	2.5 Mbps	72.00
16 Kbps	3.60	3 Mbps	81.00
32 Kbps	3.60	3.5 Mbps	90.00
56 Kbps	3.60	4 Mbps	99.00
128 Kbps	3.60	4.5 Mbps	102.60
256 Kbps	3.60	5 Mbps	106.20
384 Kbps	3.60	5.5 Mbps	113.40
512 Kbps	3.60	7 Mbps	129.60
768 Kbps	3.60	9 Mbps	143.10
900 Kbps	3.60	10 Mbps	156.60
1 Mbps	3.60	13 Mbps	198.00
1.3 Mbps	3.60	14 Mbps	211.50
1.5 Mbps	3.60	15 Mbps	225.00
1.7 Mbps	3.60	17 Mbps	243.00

EXHIBIT 2A
E- VERIFY AFFIDAVIT – SUPPLIER

gta
GEORGIA
TECHNOLOGY
AUTHORITY

GEORGIA TECHNOLOGY AUTHORITY

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

Contractor Name: Verizon Business Network Services LLC on behalf of MCI Communications Services LLC, doing business as Verizon B

Contractor Address: One Verizon Place, Alpharetta, GA 30004

Contract Number: 98000-HCC-0000005215

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of **Georgia Technology Authority** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

47-0751768   August 27, 2021

Federal Work Authorization User Identification Number   Date of Contract
Enter the E-Verify Number. This is NOT your FEIN number (XX-XXXXXXXX). For information see - https://www.e-verify.gov/

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on August ,20 , 20 21 in_____(city),_____(state).

_____
Signature of Authorized Officer or Agent

Anthony Recine, Sr. Vice President
_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 20th DAY OF August , 20_.
DUE TO INTERNAL CORPORATE COVID-19 POLICIES, VERIZON IS UNABLE TO PROVIDE NOTARIZED DOCUMENTS AT THIS TIME

_____
NOTARY PUBLIC

My Commission Expires: _____

404-463-6500 – Procurement@gta.ga.gov

EXHIBIT 2B
E-VERIFY AFFIDAVIT – SUBCONTRACTOR

N/A

EXHIBIT 3A
DEFINITIONS

1. "Auto-Attendant" means a system that allows callers to be automatically transferred to an extension without the intervention of an operator/receptionist.

2. "Automatic Call Distribution" or "ACD" means a telephone facility that manages incoming calls and handles them based on the number called and an associated databaseof handling instructions.

3. "Affiliate" means an entity in which the Parent of the Prospective Service Provider owns more than fifty percent of the voting stock, or an entity in which a group of principal owners which own more than fifty percent of the Prospective Service Provider also own more than fifty percent of the voting stock.

4. "Contract" means any agreement between two unrelated legal entities under which Prospective Service Provider, acting as a Prime Contractor, provided data center relocation services of the type and nature described in the relevant agreement.

5. "CRM" or "Customer Relationship Management" means a system for managing a company's interactions with current and future customers.

6. "Data Center Services" means all services that are industry accepted data center infrastructure services including operating systems and environment provisioning and hosting of multi-platforms(i.e., IBM, UNIX, Unisys, Linux, and Windows), data management and storage, tape and backup services, integration services, etc.

7. "GTA" means the Georgia Technology Authority.

8. "Enhanced Quality Management" and "Quality Management" means tools used to record contacts and screen captures to evaluate staff performance. "Enhanced Quality Management" includes the ability to provide role-based scorecards, integrated learning& coaching management for staff/agents.

9. "Enhanced Workforce Management" and "Workforce Management" means a common set of performance-based tools to support management, supervisors, managers and workers across the operations. Enhanced Workforce Management includes the additional workforce optimization tools automating entire processes, making key data more visible encompassing all aspects of managing the complete workforce lifecycle.

10. "IMAC" (Installs, Moves, Adds, Changes) means all day-to-day activities associated with the scheduling and installation of hardware and software, changes to configuration, de-installation and relocation of equipment, including connectivity testing, data transfer and user orientation.

11. "Include" and its variants (such as "includes" or "including") means, whether or not capitalized, "including, without limitation".

12. "Integrated Voice Response" or "IVR" means a telephony technology that can read a combination of touch tone and voice input that gives users the ability to access a database of information via phone.

13. "IT Infrastructure Outsourcing" or "IT Infrastructure Services" in this context, includes data center services and telecommunications services but does not include application sourcing or business process sourcing.

14. "HCC" or "Hosted Contact Center" means a system that provides call and contact routing for high- volume telephony transactions, with specialist answering "agent" stations and a sophisticated real- time contact management system. The supporting infrastructure is normally provided as an off-site,dedicated "hosted service" solution; or as an off-site shared resource "software as a service" (SaaS) solution.

15. "Offerors" means the prospective service provider or contractor seeking qualification under an RFP.

16. "Open Records Act" means O.C.G.A. § 50-18-70 *et seq*.

17. "Parent" means the entity which owns more than fifty percent of the voting stock of Prospective Service Provider. In the case of an acquisition, "Parent" means the legal entity that acquired the Prospective Service Provider.

18. "Prime Contractor" means the single legal entity of a group of legal entities that are legally associated for the purpose of delivering Services under a contract that executes the contract with GTA and that is the single point of contact with GTA with respect to the Services being delivered.

19. "Principal Owner" means the entity which holds a ten percent or greater ownership interest in another entity.

20. "Prospective Service Provider"/"PSP" means the contractor / firm seeking qualification under this RFP.

21. "Prospective Service Provider Statement" has the meaning set forth in section 3.2 of this RFP.

22. "PSTN" or "Public Switched Telephone Network" means telephone lines, fiber optic cables, microwave transmission links, cellular networks, communications satellites, and undersea telephone cables, all interconnected by switching centers, thus allowing any telephone in the worldto communicate with any other.

23. "Qualified Contractor" means the Prospective Service Provider(s) that has proved and

is selected to be qualified to perform the work set forth in this RFP. Only "Qualified Contractors" will receive and be able to submit proposals to the Hosted Contact Center Services "Quoting Process?".

24. "Respondent" means the prospective Service Provider or contractor seeking Qualification under this RFP.

25. "Request for Proposals" or RFP means the Request for Proposals to be developed and issued for the project subsequent to this Request.

26. "Request for Qualified Contractors" or RFP means this Request.

27. "Request Management and Fulfillment" has the meaning set forth in the IT Infrastructure Library(ITIL).

28. "Softphone" means a software program for making telephone calls over the Internet using a general-purpose computer, rather than using dedicated hardware.

29. "Software as a Service" or "SaaS" is a software delivery model in which software and associated data are centrally hosted on the cloud by independent software vendors or application service providers.

30. "Service Level Agreement" or "SLA" means a component of a service contract between a service provider and service recipient where the quality delivery of theservice is formally defined.

31. "Service Provider" means the company that is responsible for delivering services under a contract with GTA and that is the single point of contact with GTA with respect to the services being delivered.

32. "State" means the State of Georgia.

33. "Supplier" means a company desiring to do business with the State of Georgia.

34. "Time Division Multiplexing" or "TDM" means a method of transmitting and receiving several telephones conversations over a common signal path by means of synchronized switches at each end of the transmission line.

35. "Telecommunications Services" means all services that are industry accepted telecommunications infrastructure services including network communications services,voice services, video services and wireless services.

36. "Virtual queuing" is a concept used in inbound call centers where systems allow customers to receive callbacks instead of waiting in an ACD queue.

37. VoIP – (Voice over Internet Protocol) means a category of hardware and software that enables people to use the Internet as the transmission medium for telephone calls by sending voice data in packets using IP rather than by traditional circuit transmissions of the PSTN.

EXHIBIT 3B
STATEMENT OF WORK

1.0 Core Contact Center Services

1.1 Hosted Services

The Service Provider's responsibilities include, and Service Provider shall do the following:

1.1.1 Is available as "Software as a Service" (SaaS)

1.1.2 Have the ability to scale up/down full contact center services as needed by request.

1.1.3 Support multiple contact center partitions and agents with flexibility to interact with other contact centers if possible.

1.1.4 Provide redundancy for Hosted Contact Center Services.

1.1.5 Support TDM and VoIP communications to agents.

1.1.5.1 TDM, ability to route calls to PSTN for call termination on Agency provided systems.
1.1.5.2 VoIP, provide choice of hard or soft phone
1.1.5.3 Soft Phone should have minimal impact on existing desktop real estate environment.
1.1.5.4 Can leverage any standard 10-digit number

1.1.6 Provide a hosted contact center solution that is physically located in data centers within the United States.

1.1.7 Hosted Contact Center supported by staff that is physically located within the United States.

1.1.8 Provide and support HCC seats in physical Agency locations and remote teleworker locations.

1.1.9 Administrative functionalities available to the Agencies should incur no fees if performed by the Agencies

1.1.10 Provide a call disposition tool that caters to the respective business model of the agency.

1.1.11 Interface with Agency designee on support of End User systems, desktop support, and standard images.

1.2 Automatic Call Distribution

The Service Provider's responsibilities include, and Service Provider shall do the following:

1.2.1 Support multi-channel routing, basic and advanced call routing, skills-based routing and call back/virtual queuing.

1.2.2 Be compatible with IVR, Chat, Email, BOTS and Virtual Agents

1.2.3 Ability for Agency to manage the creation, modification and deletion administration of agents.

1.2.4 Provide Agency with the ability to adjust wrap time and force calls to agents.

1.2.5 Ability to build not-ready codes, also the ability to automatically interrupt not-ready codes as call volumes increase excluding break codes.

1.2.6 Email routing for multiple skill sets.

1.2.7 Agent whisper feature

1.2.8 Interact with Agency regarding the configuration and scripting of Automatic Call Distribution (ACD), Intelligent Routing, and Predictive Dialing.

1.2.9 Ability to have agents from multiple agencies in a shared skillset

1.2.10 Ability to route calls to different agency groups

1.2.11 Force calls to agents when staffed in without them having to signal to receive a call.

1.2.12 Provide the ability to change gate - opening or closing

1.2.13 Provide an alert when an agent is dropped from the ACD queue

1.2.14 Ability to set thresholds on agent, application, and skillset levels.

1.2.15 Ability for supervisor to log agents out of the system.

1.2.16 Ability to integrate with Customer Relationship Manager (CRM)

1.3 Auto Attendant and Integrated Voice Response

The Service Provider's responsibilities include, and Service Provider shall do the following:

1.3.1 Provide for automated speech recognition (ASR) and Text-to-Speech (TTS)

1.3.2 Include call back/virtual queuing capability.

1.3.3 Ability to integrate with Customer Relationship Manager (CRM).

1.3.4 Ability to integrate to agency applications and database systems.

1.3.5 Setup, support, operate, and maintain the IVR systems and related call routing / mapping logic. This includes caller menu selections, all voice message scripts and prompts, and intelligent call

routing or routing to call queues / Agents based on type or characteristics of inbound call. Make changes to the IVR system on a regular basis as required or as requested by Agency.

1.3.6 Create and record message scripts for call queuing and for information prompts as requested by Customers, including IVR applications that interface with host systems in designated sites.

1.3.7 Establish and follow Customer approval process for changes to IVR scripts, hold messages, music on hold, predicted wait times, queue messages, schedules and after hours or emergency messages.

1.3.8 Provide the ability to make emergency (short notice) changes to the IVR systems to address business problems, service issues, outages, or other items that may impact contact volumes.

1.3.9 Provide 24x7 automated (IVR) support in certain situations, including retrieval/recall

1.3.10 Allow each state agency the ability if needed to update their own recorded messages, routing messages, etc. without needing to contact their provider.

1.3.11 Have redundancy capability to an alternate system during a storm/disaster event. This would include alternative messaging, remote phone capability, etc.

1.4   Reporting & Analytics

The Service Provider's responsibilities include, and Service Provider shall do the following:

1.4.1 Provide industry standard reporting for system, agents, ACD and IVR, including real-time, industry standard call metrics and the ability to set SLA's therein.

1.4.2 Ability to provide base line, canned, ad-hoc, historical and real-time reports supported by dashboards with graphs and charts.

1.4.3 Ability to support wallboard displays for dashboard performance metrics such as calls/email/chat/etc. answered, service levels, abandon rates, calls waiting, hold times, view all agent's status, and banner messages.

1.4.4 Ability for Agency to define, build and run custom reports supporting business requirements.

1.4.5 Provide for real-time access by Authorized User to reporting systems.

1.4.6 Allow agent to view their individual call metrics (real time, historical and baseline) on their desktop.

1.4.7 Ability to change reporting metric requirements for different skillsets.

1.4.8 Ability to prompt messages on agent desktop displays.

1.4.9 Ability to provide an Agent Report that tracks the entire Agent call flow for any single call.

1.4.10 Ability to export raw contact center analytics data for use.

1.4.11 Provide access to application historical data for 37 months, agent historical data for 13 months.

1.5   Call Recording & Basic Quality Management

The Service Provider's responsibilities include, and Service Provider shall do the following:

1.5.1   Call Recording

Manage and maintain call recording systems, voice and screen, including:

1.5.1.1   Provide 20% random call recordings and screen capture per agent per day.
1.5.1.2   Provide online storage to hold at the minimum two calendar months of recordings per agent.
1.5.1.3   Provide interface to archive recordings to GTA or Agency provided storage.
1.5.1.4   Provide a method for appropriately adjusting monthly online storage needs.
1.5.1.5   Ability to barge-in a call, coach, conference or take over call and record it.
1.5.1.6   Ability to listen to a call at any point during the call.
1.5.1.7   Ability to record one agent during workday and not impact the 20% recording time
1.5.1.8   Ability to listen to recorded calls from any location (web-based call recording)
1.5.1.9   Ability to email downloaded recordings.
1.5.1.10 Ability for agent to initiate recording their own all
1.5.1.11 Ability to search recordings by filters
1.5.1.12 Have the ability to administer call center recordings based on agent. Be able to designate 100% recordings or unique amount separate from standard recording environment, per agent.

1.5.2 Customer Surveys

1.5.2.1 *Provide the ability to initiate, collect, and track information on customer surveys within the system for the support of the contact center service.*

1.6 Network & Transport

The Service Provider's responsibilities include, and Service Provider shall do the following:

1.6.1 Toll-Free service requirements

Service Provider needs to include toll-services on a per-minute and inclusive to the per-seat pricing model.

1.6.1.1 *Provide per-minute inbound and outbound toll-free services*

1.6.1.2 *Provide inclusive inbound and outbound toll-free services*

1.6.2 Trunking Requirements

1.6.2.1 *Provide erlang standard calculations for appropriately sizing inbound trunking requirements and provide quarterly assessments to adjust as needed.*

1.6.2.2 *Trunking can be shared between Agencies but should not impact performance of individual contact centers*

1.6.2.3 *Service Provider may use either TDM or VoIP for trunking for the most efficient performance and price.*

1.6.3 Data network requirements

Data network requirements described below are for optional VoIP termination to Agency contact centers.

1.6.3.1 *Service provider can propose end-to-end data connection for call centers and agents where applicable or leverage existing State protected networks.*

1.6.3.2 *Service Provider will provide a tool(s) for self-assessing bandwidth requirements and voice quality performance.*

1.6.3.3 *Setting up, supporting, operating, and maintaining data circuits and VoIP circuits (if applicable) as required.*

1.6.4 VPN / Security for Transport

1.6.4.1 *Provide end-to-end network security and monitoring*

1.6.4.2 *Provide Virtual Private Network VPN access*

2.0 Enhanced Contact Center Services

2.1 Enhanced Quality Management

The Service Provider's responsibilities include, and Service Provider shall include the following optionally provide;

2.1.1 Role based score cards with key performance indicators

2.1.2 Integrated Learning Tools

2.1.3 Coaching Management Tools

2.1.4 Enhanced correlation of reporting, optimization and forecasting of key performance indicators.

2.1.5 Open architecture and APIs to allow seamless and easy integrations to State of Georgia systems and databases, as well as third party systems (REST APIs, SQL. Webhooks, etc.) at low cost

2.1.6 Integrated with best -or-breed solutions for WFM system with real time data integration between the contact center and WFM to allow seamless data entry and reporting

2.1.7 Integrated with best-of-breed solutions for ticketing that allows the State of Georgia users/admins to create custom forms with custom fields and integrations, reporting, etc.

2.1.8 Allow the State of Georgia users/administrators to:

- Easily change or enhance the call routing from point of the phone number through any IVRs, and Queues, including the ability to route calls based on flags, or options set by the administer or data enter by the caller(for chat users)

2.1.9 Provide guidance and assistance for changes/adds/removes as well as developing customized calls and reports at no additional charge

2.2 Enhanced Workforce Management

The Service Provider's responsibilities include, and Service Provider shall do the following:

2.2.1 Provider should describe the workforce management capabilities within their offering

2.2.2 Ability to analyze customer interactions

2.2.3 Leverage call data to adjust scheduling.

2.2.4 Identify customer and employee behavior

2.2.5 Ability to perform short term and long-term forecasting

2.2.6 Provide for skills improvement and coaching

2.2.7 Provide data to forecast schedules for shift assignments

2.2.8 Solution Live transcription and Captioning services

2.2.9 Provide data of the proposed solution accuracy data

2.2.10 Immediate download of transcripts and notes

2.2.11 Easily integrated with LMS and customer relation solutions

2.3   Customer Relationship Management (CRM)

The Service Provider's responsibilities include, and Service Provider shall do the following:

2.3.1   Provider should list integrated and separate CRM options as well as ability to leverage existing CRM sources.

2.3.2   Provider should have the capability to migrate existing CRM data into a replacement option.

3.0   Transition Requirements

3.1   Setup & Transition

The Service Provider's responsibilities include, and Service Provider shall do the following:

Setup & Transition Services to Install, manage and maintain Hosted Contact Center Systems used for callers' access to the Contact Centers, including:

3.1.1   Service provider will provide appropriate technical resources to guide, design, configure and implement all contact center functionality including call scripting and call flows, etc.

3.1.2   Program network-based routing.

3.1.3   Configure call prompters.

3.1.4   Configure transfer connect and advanced features.

3.1.5   Setting up, supporting, operating, and maintaining IVR, Auto Attendant, after-hours processing, call recording and other associated systems required to process calls and allow end-users to control after initial setup.

3.1.6   Develop and implement plan to transition in-scope access numbers including toll and toll free numbers and any other specified numbers from the current Agency Customers' current Service Provider.

3.1.7   Setting up, supporting, operating, and maintaining data circuits and voice over IP circuits (if applicable) as required processing contact center services and supporting features or products.

3.1.8   Develop, implement, and maintain call routing procedures, which define how calls will be received and allocated across multiple centers (if relevant) and within centers how calls will be distributed to queues. Develop, implement, and maintain process for Agency approval / notification of changes to these procedures.

3.1.9   Design, build, implement, and maintain call routing tables based on criteria defined by Agency, which route calls to Agents based on Agent skill sets and availability.

3.1.10 Develop and maintain routing tables, which map inbound numbers to centers and within centers to appropriate queues.

3.1.11 Provide a certified project manager to work with agencies during implementation phase to plan, document, execute and communicate tasks for the entire implementation process

3.1.12 Provide build, user application testing, test, and production lifecycle management.

3.1.13 Develop and implement procedures for re-routing calls in the event of center outages, emergencies, unexpected call volume spikes or overflows, or other unforeseen circumstances during transition. Plan and changes are subject to approval by Agency.

4.0   Training and Support Training

The Service Provider's responsibilities include, and Service Provider shall do the following:

4.1.1   E-learning, browser based, including training materials and./or videos.

4.1.2   Reference guides for ongoing support.

4.1.3   Provide onsite training for initial implementation.

4.1.4   Provide training for supporting Integration, Agent & Supervisors and End-Users for the use of the contact center services systems.

4.2   Technical Support

The Service Provider's responsibilities include, and Service Provider shall do the following:

4.2.1   Service Provider provides a service desk including 24x7x365 coverage accessible through voice, email, web, chat.

4.2.2   Receive notification of events, system issues, status and updates or can be provided as a web portal.

4.2.3   Hosted Contact Center supported by staff that is physically located within the United States.

5.0   General Requirements

5.1   Pricing Model

The Service Provider's responsibilities include, and Service Provider shall do the following:

5.1.1 Ability to provide a Per Seat subscription model, including quick scalability pricing

5.1.2 Ability to provide tier volume discounts to individual agencies based on projected enterprise volumes.

5.1.3 Basic Seat pricing should include all features and functions (seat, email, chat, fax, etc.) with the exception of enhanced workforce management, enhanced quality management, Customer Relationship Management, and Customer Surveys.

5.1.4 Provide inclusive toll-free services and per-minute toll-free services for competitive pricing.

5.1.5 Provide a rate-card for optional professional services.

5.1.6 Per Seat Pricing should include all installs, moves, adds or changes (IMAC)

5.1.7 No minimum requirement for the number of seats contact centers required to purchase

5.1.8 Ability for Agencies to add seasonal seats at any time without implementation or disconnect fees

5.1.9 There should be no implementation fee or other fees besides the monthly recurring seat charges imposed for upgrading and downgrading solution capabilities

5.1.10 Ability to provide pricing that can include upfront transition costs within the per-seat price (amortized over the life of the contract) as well as priced separately.

5.1.11 Provide a-la-carte pricing for other than basic seat, such as Enhanced Quality Management, Enhanced Workforce Management, Customer Relationship Management, and Customer Surveys, etc.

5.2   Security Requirements

The Service Provider's responsibilities include, and Service Provider shall do the following:

5.2.1 Provider must comply with the State and Agencies data integrity and privacy policies for the delivery of the contact center services.

5.2.2 Provide encryption for VoIP calls that meet or exceed IRS Publication 1075 requirements, if required by Agency.

EXHIBIT 3C

PRICING

Service Charges					

Ref ID	Service Charge	Unit of Measure	Recurring Period	Enterprise Charge	VCC Government FedRamp Charge
1	*VCC Agent Seat*	*single named agent*	*monthly*	$ 79.95	$ 107.10
2	VCC - CXOne Pro Quality Management w/Voice Recording	*single named agent*	monthly	$ 29.21	$ 29.21
3	VCC - CXOne Workforce Management Pro	*single named agent*	monthly	$ 16.02	$ 16.02
4	*Toll Free Services*	*per minute*	*monthly*	$ 0.009	$ 0.009
5	*VCC - Additional Universal Port*	*per port*	*monthly*	$ 56.15	$ 56.15
6	VCC - Additional Storage	per Gigabyte	monthly	$ 1.06	$ 1.06
7	VCC - Archived Storage	per Gigabyte	monthly	$ 0.22	$ 0.22
8	VCC - Retrieval Storage	per Gigabyte	monthly	$ 4.17	$ 4.17
9	VCC - Recording fee	*single named agent*	monthly	$ 8.71	$ 8.71
10	VCC - IVR Call Recording	per minute	monthly	$ 0.02	$ 0.02
11	VCC - Cx Support Package (Basics)	contact center	monthly	$ 1,718.92	$ 1,718.92
12	VCC - Automated Speech Recognition	per 4 minute segments	monthly	$ 0.28	$ 0.28
13	VCC - CXOne Pro Screen Recording Pro	*single named agent*	monthly	$ 9.86	$ 9.86
14	VCC - Pro Quality Management Analytics Pro	*single named agent*	monthly	N/A	$ 43.37
16	VCC - Textel SMS Long Code Message Overage USA	message unit	monthly	$ 0.04	$ 0.04
17	VCC - Personal Connection Dialer	*single named agent*	monthly	$ 25.78	$ 25.79
18	VCC - Required Usage - Add on - E911 Service - Calls	*per call made*	monthly	$ 76.88	$ 76.88
19	VCC - Automated Speech Recognition Minutes	per 2 min. segment	monthly	$ 0.14	N/A
20	VCC - Auto Attendant - Lite	*single named agent*	monthly	$ 4.63	N/A
21	VCC - Pro CXOne Audio Recording	*single named agent*	monthly	$ 16.08	N/A
22	VCC - Workforce Optimization Pro	*single named agent*	monthly	$ 51.55	N/A
23	InView Performance Management	*single named agent*	monthly	$ 23.80	N/A
24	InView Coaching and Learning Management	*single named agent*	monthly	$ 18.24	N/A
25	DCX - Virtual Agent	up to 100,000 Sessions	monthly	$ 11,432.85	N/A
26	DCX - Virtual Agent Overage	per session	monthly	$ 0.09	N/A
27					
28					
29	VoIP Inbound Anti-Fraud + Authentication - Protect + Passport	per 500000 calls	Annual	$ 180,000.00	$ 180,000.00
30	VoIP Inbound Anti-Fraud + Authentication - Protect + Passport Overage	per call over 500000	Monthly	$ 0.36	$ 0.36
31	DCX - SMS - US Based	per unit	monthly	$ 0.01	N/A
32	DCX - MMS - US Based	per unit	monthly	$ 0.01	N/A
33	DCX - SMS/MMS Operating Charge	per unit	monthly	$ 0.01	N/A
34	DCX - Verizon Connectors	per virtual agent seat	monthly	$ 21.99	N/A
35	DCX - Voice Connectors	100 minute segment	monthly	$ 6.00	N/A
36	DCX - Live Agent	1 Channel	monthly	$ 1,934.79	N/A
37	DCX Live Agent - Chat	100 minute segment	monthly	$ 1.00	N/A
38	DCX Live Agent - Voice	101 minute segment	monthly	$ 6.00	N/A
39	Optional - IP IVR-IP IVR Premium	per application	monthly	$ 896.87	N/A
40	Optional - IP IVR-IP IVR Standard	per application	monthly	$ 466.37	N/A
41	Optional - Voice Callback - IP IVR	per application	monthly	$ 7,103.25	N/A
42	Optional - ICR Gateway	CAP(s)	monthly	$ 2,152.50	N/A
43	Domestic Long Distance using Verizon Business Services - Inbound - Switched	Terminating/min	monthly	$ 0.056	N/A
44	Domestic Long Distance using Verizon Business Services - Inbound - Local Network Connection Dedicated	Terminating/min	monthly	$ 0.038	N/A
45	Domestic Long Distance using Verizon Business Services - Outbound - Switched	Origination/min	monthly	$ 0.056	N/A
46	Domestic Long Distance using Verizon Business Services - Outbound - Local Network Connection Dedicated	Origination/min	monthly	$ 0.038	N/A

Contract Number: 98000-0000005215-VER

One-Time Charges

Ref ID	Service Charge	Unit of Measure	Recurring Period	Enterprise Charge	VCC Government FedRamp Charge	
1	VCC - Implementation per seat	per seat	one-time	$ 15.38	$ 15.38	
2	HCC Implementation per Contact Center	per HCC	one-time	*	*	* Based on size shown in items 3,4,5
3	VCC -Onboarding Package - < 15 seats	per HCC	one-time	$ 13,837.50	$ 13,837.50	
4	VCC -Onboarding Package - >15 <=50 seats	per HCC	one-time	$ 20,500.00	$ 20,500.00	
5	VCC -Onboarding Package - complex 50+	per HCC	one-time	$ 27,675.00	$ 27,675.00	
6	VCC - Self Service IVR Premium	per HCC	one-time	$ 10,455.00	$ 10,455.00	
7	VCC - CRM Driven ScreenPop/Call Routing	per HCC	one-time	$ 6,534.37	$ 6,534.37	
8	VCC - CXOne Pro Quality Management w/Voice Recording	per HCC	one-time	$ 8,107.75	$ 8,107.75	
9	VCC - CXOne Pro Screen Recording Pro	per HCC	one-time	$ 4,633.00	$ 4,633.00	
10	VCC - CXOne Workforce Management Pro	per HCC	one-time	$ 8,686.88	$ 8,686.88	
11	VCC - Pro Quality Management Analytics Pro	per HCC	one-time	N/A	$ 9,845.12	
12	VCC- CXOne Workforce Management Pro Training - Customer Site	per HCC	one-time	N/A	$ 7,528.62	
13	VCC - Outbound SMS Campaign Implementation (optional)	per Instance	per Instance	N/A	$ 1,537.50	
14	VCC - Outbound Application Fee - USA (optional)	per HCC	one-time	N/A	$ 461.25	
15	VCC - Textel SMS Implementation USA (optional)	up tp 10000 SMS	per Instance	N/A	$ 922.50	
16	VCC - Personal Connection Dialer Enablement	per HCC	one-time	N/A	$ 3,920.62	
17	VCC - Personal Connection Training Fundamentals - Customer Site	per HCC	one-time	N/A	$ 1,447.81	
18	VCC - Scripting Training: IVR Development - Private - customer site	per HCC	one-time	$ 7,528.62	N/A	
19	VCC - Scripting Training: IVR Development - Public (per Attendee) - customer site	10 Attendee minimum	per engagement	N/A	$ 28,956.20	
20	VCC - CXOne Pro Quality Management Pro Training - Customer site	per HCC	one-time	$ 7,528.62	$ 7,528.62	
21	VCC - Automated Speech Recognition Action Bundle	per bundle	one-time	$ 6,534.37	N/A	
22	VCC - Auto Attendant - Lite (optional)	per HCC	one-time	$ 5,535.00	N/A	
23	VCC - CXOne Pro Audio Recording	per HCC	one-time	$ 3,474.75	N/A	
24	VCC - CXOne Pro Workforce Optimization Pro	per HCC	one-time	$ 15,057.25	N/A	
25	VCC - InView Performance Management	per HCC	one-time	$ 9,801.56	N/A	
26	VCC - Feedback Mgt Historical Data Import	per HCC	per Instance	$ 5,125.00	N/A	
27	DCX - Virtual Agent Implementation	per DCX Account	one-time	$ 40,590.00	N/A	
28	DCX - Live Agent Implementation	per DCX Account	one-time	$ 55,022.00	N/A	
29	Optional - IP IVR-IP IVR Standard	per application	one-time	$ 2,050.00	N/A	
30						

Rate Card Charges

Ref ID	Rate Card Charge	Charge per hour	Charge per week	Charge per month
1	Contact Center Consultant			
2	Professional Trainer			
3	Project Manager			
4	VCC - Executive Integration Engineer	$ 174.25	$ 6,970	$ 41,820
5	VCC - Integration Engineer	$ 138.38	$ 5,535	$ 33,211
6	VCC - Principal Integration Engineer	$ 201.92	$ 8,077	$ 48,461
7	VCC - Senior Integration Engineer	$ 143.50	$ 5,740	$ 34,440
8	VCC - Senior Technical Project Manager	$ 179.37	$ 7,175	$ 43,049
9	VCC - Technical Program Manager	$ 148.62	$ 5,945	$ 35,669
10	VCC - Technical Project Manager	$ 140.42	$ 5,617	$ 33,701
11	VCC - Professional Services OnDemand Billed in quarter hour increments	$ 369.00	$ 14,760	$ 88,560

Equipment Charges

Ref ID	Service Charge	Unit of Measure	Price	Maintenance	Maintenance Period
1	VoIP Adapter (IAD)	each	N/A	N/A	monthly
2	VoIP Hard Phone	each	N/A	N/A	annual

Service Provider Pricing Assumptions

Service Provider will provide all assumptions used in pricing the Services, noting those assumptions which impact price.

Ref ID	Price Impact (Y/N)	Description
1	N	CPE is not required; customer will be able to use existing CPE
2	N	Work will be performed remotely
3	N	Additional access is not required; customer is able to use existing access, but may purchase separate access if desired
4	N	For any additional consulting, training or project management services requested that are not listed as One Time Charges tab, the Rate Care Charges will apply.
5	N	IP TOLL FREE services are not charged Federal Universal Service Fund (FUSF), Carrier Cost Recovery Charges (CCRC) or Property Tax Recovery Charges (PTRC) fees.
6	Y	Prices reflect the inclusion of the GTA Admin fee.
7	Y	Rate Card Charges for Professional Services must be purchased in 8-hours increments.
8	Y	Regulatory fees and required situational admin fees (Tab 6) are not included in the rate card.
9	N	2.5% Admin Fee is included in all rates
10	N	Unless otherwise stipulated, professional services fees are for virtual support
11	Y	Domestic long distance rates - Inbound & outbound usage that originates in the U.S. Mainland, Hawaii, the US. Virgin Islands, and Puerto Rico, and terminates in the U.S. Mainland, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, American Samoa, Guam, and CNMI, based on origination type:
12	N	"N/A" in any price field means that the service or feature noted is not available for the designated VCC product Enterprise or Government
13		

FEES AND EXPENSES

1. Miscellaneous Charges, Surcharges, and Fees

1.1 PROPERTY TAX RECOVERY CHARGE (formerly Property Tax Surcharge or Ad Valorem Charge)

The Property Tax Recovery Charge (PTRC) is a charge equal to 5.50% of all eligible telecommunications and interconnected VoIP service charges, excluding Taxes, appearing on a Customer's invoice. The PTRC is being imposed to recover a portion of the property taxes that Company pays to state and local jurisdictions. This charge is not a Tax or fee that the government requires Company to collect. The Federal Universal Service Fund (FUSF) charge applies to the PTRC.

1.2 CONVENIENCE PAYMENT CHARGE

A $5 convenience payment charge applies to any Customer payment by credit card, debit card, ETF or ACH for Company service that is authorized by telephone. The charge will be made by the same payment method the Customer selected. For Visa, EFT and ACH payments, it will be added to the total payment amount. For MasterCard, American Express and Discover cards, it will appear as a separate charge. The charge does not apply to other payment options. This charge is assessed by MCI Communications Services, Inc. d/b/a Verizon Business Services.

1.3 PAYPHONE USE SURCHARGE

An undiscountable charge of $0.55 per call will apply to each call originating from a domestic payphone or associated facility used to access Company services. This charge, which is in addition to applicable call usage and other charges associated with Company service, applies to the use of the instrument used to access Company service and is unrelated to the Company service accessed from the payphone or associated facility.

The payphone use surcharge will not apply to: calls using Telecommunications Relay Service; calls originated by Customers who are certified as having qualified hearing or speech impairments; and calls placed from payphones at which the Customer pays for service by inserting coins during the progress of the call.   Federal Universal Service Fund (FUSF) applies.

1.4. CARRIER ACCESS CHARGE (CAC): A Carrier Access Charge (CAC) applies to each of the following presubscribed lines:

Type	Monthly Charge
Multi-line business line	$4.05
Centrex line	$0.20
PRI line	$0.41
PRI Trunk	$9.43

A presubscribed line is a line automatically routed to the Company for Long Distance Service pursuant to Customer's selection.

A multi-line business line is a business line purchased from Company by Customer enabled via switched access for the purpose of carrying Customer's telecommunication outbound service traffic, excluding Centrex Lines, Direct Inward Dial (DID) Lines and PRI lines.

A Centrex line is a presubscribed line used by Customer to access Company service via Local Exchange Carrier provided Centrex.

A PRI line is a presubscribed line used by the Customer to access Company service via Local Exchange Carrier-provided Primary Rate Interface (PRI).

The line-type determination is based upon Customer's certification or Local Exchange Carrier provided information. Lines which are not identified by Customer certification or LEC-provided information will be classified as multi-line business lines. The CAC will be waived for lines on which local exchange service is provided by an MCI Legacy Company.

The CAC will not be eligible to receive promotional or any other discounts.

1.5 CARRIER COST RECOVERY CHARGE (formerly, Federal Annual Regulatory Fee Charge)

The Carrier Cost Recovery Charge (CCRC) is a charge equal to 3.15% of all eligible telecommunications and interconnected VoIP service charges, excluding Taxes, appearing on a Customer's invoice. Company imposes the CCRC to recover regulatory costs it incurs for telecommunications services for the speech and hearing-impaired and local number portability. This is a Company charge, not a Tax or fee that the government requires Company to collect. The Federal Universal Service Fund (FUSF) charge applies to the CCRC.

1.6 CARRIER ANNUAL REGULATORY CHARGE

The Carrier Annual Regulatory Charge (CARC) is a charge equal to 0.47% of all eligible telecommunications and interconnected VoIP service charges, excluding Taxes, appearing on a Customer's invoice. Company imposes the CARC to recover amounts it incurs for Annual Regulatory Fee payments to the Federal Communications Commission. This is a Company charge, not a Tax or fee that the government requires Company to collect. The Federal Universal Service Fund (FUSF) charge applies to the CARC.

1.7 FEDERAL UNIVERSAL SERVICE FUND (FUSF)

The rate of the Federal Universal Service Fund (FUSF) charge equals the FUSF rate established by the Federal Communications Commission (FCC), as it changes from time to time.

As of the last Guide publication date, the FUSF charge is equal to 31.8% of all eligible telecommunications and interconnected VoIP service charges, excluding Taxes, appearing on a Customer's invoice. Company imposes the FUSF charge to recover amounts it incurs for contributions to the FCC for the federal government's Universal Service funding programs. This is a Company charge, not a Tax or fee that the government requires Company to collect.

A Customer will not be required to pay the FUSF charge if it demonstrates to the Company's reasonable satisfaction that it is acquiring the Company's services for resale, *i.e.*, not for its own internal use, and is contributing directly into the federal government's Universal Service funding programs.

1.8 PAPER INVOICE CHARGE

A $40 monthly recurring charge applies to every paper invoice provided to a Customer (except invoices solely for intrastate telecommunications services) in lieu of, or in addition to, an online invoice. This charge does not apply where a Customer has established to Company's satisfaction, or Company determines on its own, that online invoicing is not a reasonable substitute for paper invoicing.

1.9 NO FAULT FOUND CHARGE

A charge applies when a Verizon representative visits the Customer Site or works remotely, at Customer's request, to investigate an issue with the Services, and the Verizon representative determines the Services are functioning properly or is prevented from resolving the issue due to Customer's failure to provide access or reasonable assistance. Examples include (without limitation) situations where the fault: (a) is with Customer/third party -maintained equipment or network; (b) has already been resolved; (c) resulted from an interruption to the power supply to the Service Equipment at the Customer Site that was not approved by Verizon; or (d) was caused by an act or omission of Customer in breach of the Agreement. The following charges apply for each Verizon response, based on time of the visit:

Time of Day	Charge
Normal Working Hours	$265
After Hours	$400

2. ADMINISTRATIVE CHARGES

Administrative and Supplemental Charges	Amount (USD)
Service Change (For example, bill payer name/address change, or adding a trusted entity to the Service Controller table.)	$60.00 per change
Expedite Charges[1]	
Normal Business Hours	$700.00 per expedited activity
After Hours	$1,100.00 per expedited activity
After Hours Charge	$400.00 per occurrence
Dispatch Charges[1]	
Normal Business Hours	$500.00 per dispatch
Extended Office Hours	$750.00 per dispatch
After Hours	$750.00 per dispatch
Premium Services – U.S. Locations	
Enterprise Activity Charge	$100.00 per instance
Administrator Activity Charge	$50.00 per instance
User Activity Charge	$25.00 per instance
Onsite Support	$125.00 per hour[2]
Remote Support	$90.00 per hour[2]

Administrative Charges Definitions –

Optimized Services Administrative Change: An Administrative Change charge applies when Customer requests the modification of an existing circuit or Service that involves changes to Customer entity name, Customer contact name or Customer phone number, verification of testing performed by third parties, and Service rearrangements not involving a physical change or a change in Customer billing address.

2.1.   Depending on Customer's request, Expedite Charges and Dispatch Charges may apply. For example, if Customer orders:

- Installation before the normal business interval (e.g., 20 days instead of 45 days) [Expedite Charge applies],
- Installation outside Normal Business Hours [Expedite Charge After Hours applies], and
- The expedited installation requires the assistance of a Verizon technician on site in the U.S. [Dispatch Charges applies], the charges will be:

$1,100 – Expedite Charge (After Hours)
$750 – Dispatch Charge (After Hours)

$1,850.00 TOTAL

2.2.   These charges will be rounded and billed to the next higher 30-minute increment. For example, 1 hour and 32 minutes of Onsite Support will be rounded and billed to Customer at 2 hours.

3. **VoIP Inbound Charges.** VoIP Inbound charges include the following, as applicable:

3.1. Usage and feature charges for IP Toll Free, Local Origination, ITFS, UIFN, Freephone and PSTN.

3.2. NRC for installation, MRC for maintenance, plus a per-minute usage charge for IPCC IP-IVR Network Apps, both Standard and Premium.

3.3. Charges for the following Optional Network Features:

- Local Directory Listings (U.S. only)
- Enhanced CNAM (U.S. only)
- ICR Gateway

4. **Usage Assessment:** Customer will be charged the applicable per-minute usage rates based on the origination and termination of the dialed number type identified in the

4.1. **IP Toll Free and Local Origination**

- In 6-second increments rounded up to the next 3-second increment, i.e., 0-to-3 seconds rounds down; 4 seconds or more rounds up to the next whole 6-second increment.
- An 18-second minimum charge will apply to each call with a duration of 18 seconds or less.

4.2. **UIFN ITFS, Freephone and PSTN**

- In 6-second increments rounded up to the next 3-second increment, i.e., 0-to-3 seconds rounds down; 4 seconds or more rounds up to the next whole 6-second increment.
- A 30-second minimum charge will apply to any call with duration of 30 seconds or less.

4.3. **IPCC Inbound (IP Toll Free, Local Origination, UIFN, ITFS, Freephone, and PSTN) and Outbound -Optimized Service only.** IPCC Outbound is billed at a per-minute rate, according to the number dialed and the origination and termination types. Calling rates are determined by the country dialed – U.S. or international telephone numbers – and the termination type: switched wireline, switched mobile, or IP. Usage rates are assessed as follows:

- In 6-second increments, rounded up from 1-to -5 to a 6 second increment, i.e., 1-to-5 rounds up to a whole 6-second increment.
- An 18-second minimum charge will apply to each call to a Domestic U.S. telephone number with duration of 18 seconds or less.
- A 30-second minimum charge will apply to each call to an international telephone number with duration of 30 seconds or less.
- Each rounded call-duration is billed to 4-decimals, and the charges for each call are shown only in the call detail section of the Invoice.
- All 4-decimal billed calls, for each terminating location, are aggregated and rounded to 2-decimals on the Invoice Summary.

4.4 **Additional Telephone Number Listings (U.S. only).** Additional and alternate listings are available for an additional charge.

4.5 **P-IVR Network Apps Menu Routing and Message Announcements.** Charges for these features will be based on Customer requirements.

4.6 **911 Service Fee.** Customer will incur a fee of $76.88 for each use of the 911 Service through the VCC Platform

FINANCIAL TERMS Applying to Digital CX

1. **General.** Customer will pay the charges for Digital CX as specified in the Agreement. In addition, certain Digital CX features have charges as outlined below and in the Service Order.

1.1. **Knowledge Assist, Social Intelligence, CRM and CRM Quality Assurance Usage.** When the number of named agents for Knowledge Assist, or the number of named agents for CRM, or the usage of the social media post tier Social Intelligence, or number of cases reviewed for CRM Quality Assurance exceeds 15% of the original ordered quantity or tier, respectively, for three consecutive months, Customer must place a change order to increase ordered quantity or tier to meet the actual usage amount going forward.

1.2. **Implementation.** On a case by case basis, a fixed number of hours may be required over and above the standard implementation cost shown in the SOF for Customer work or other work outside of the standard implementation parameters as shown in the Detailed Requirements. If necessary and upon Customer's request, Verizon may incur reasonable travel, lodging and other associated expenses in connection with the performance of onsite implementation.

1.3. **SMS/MMS.** SMS/MMS will incur additional costs, including SMS usage, MMS usage, and SMS/MMS operating charges, in addition to any costs that may occur from the user's wireless carrier. Each SMS code issued and setup as part of the Digital CX solution will incur a one-time per SMS code implementation charge.

FINANCIAL TERMS Applying to the Verizon Anti-fraud and Authentication Service

5.1 **Service Charges.** Rates for VoIP Inbound Anti-Fraud and Authentication Services powered by the Pindrop Services are set forth in the Agreement, or in the Customer's Service Order Form ("SOF").

5.2 **License Subscriptions**. Customer may order a 1-year, 2-year or 3-year subscription license term, which will be billed annually in advance. Pricing is tiered based on call volume commitment. Early Termination Charges will apply at 100%.

5.3 **Overage Charges**. Subscriptions are priced based on annual call volume commitments. In the event the quantity of calls processed by the Pindrop Service exceeds the volume commitment (excess referred to as "overage"), Verizon will true up the volume on an annual basis and charge Customer the Overage Rate set forth in the Agreement or Customer's SOF.

EXHIBIT 3D

STATEMENT OF WORK EXPLAINED SCOPE

1.0   Additional Technical Scope
1.1   Fully Integrated Solution

The Service Provider's responsibilities include and Service Provider shall do the following:

Describe how your solution is fully integrated, coupled or separated to deliver ACD routing, IVR and QM key components.

Verizon's Response

Verizon's proposed Virtual Contact Center (VCC) is a fully integrated system that will provide all of the functionality that has been called for in *Section 1B*. This integrated solution provides all of the best in class tools for agents, manager, administrators, and management.

One of VCC's fully integrated features is that all of the communications possibilities are consolidated into one system, allowing it to perform as a fully capable, true Omni Channel platform. Verizon's Public Sector management has found that citizens are more receptive and increasingly more engaged when they can communicate on the media channel of their choice. Verizon's VCC solution provides reliable, seamless communication while accurately reporting on the entire communication stream, enabling detailed reporting on each channel. Each call is characterized as a unique Contact ID. This feature delivers accurate reporting without inflating the report numbers. Communications that begin between a citizen and an agent on chat, transition to a voice call, and conclude on a short message service (SMS) confirmation will be reported as one contact over three channels, not three contacts over three channels.

Automated Call Distribution (ACD)

Verizon's solution is a multitenant contact center. VCC is a cloud-based platform of patented software rivaling the capabilities of on-premises hardware. Our enterprise-grade, multi-channel automated call distribution (ACD) with intelligent skills-based routing, interactive voice response (IVR), speech recognition, and computer telephony integration (CTI) is paired with agent performance optimization tools featuring desktop learning, post-contact customer surveys, workforce management (WFM), quality management (QM), speech analytics, performance dashboards, and graphical reporting.

The core of our integrated ACD advanced skills-based routing natively directs and performs contact routing based on queue priority, agent proficiency, agent skill assignment, and availability within that skill level. Our ACD automatically monitors metrics and adapts in real-time, including when changes are made within the IVR call flow. With our automatic call distribution software, GTA has complete control over how customers interact with your multi-channel call center.

Interactive Voice Response (IVR)

The VCC Studio environment, our graphical customer experience builder, provides the ability to create pre-defined conditions which are addressed in real-time, including live updates to the call routing.

Our VCC delivers an integrated, comprehensive, flexible solution that is unified with the ACD to support optimal self-service and call retention within the IVR. VCC has the ability to identify callers by unique attributes, such as the caller's name or phone number, for self-service or intelligent routing and displays that information on the agent's screen when the call is connected. To increase agent proficiency and minimize average handle time, VCC facilitates CTI with systems of record like customer relationship management (CRM) through the use of database connections (other database accounts) or web services (RESTful and SOAP). This includes features such as an immediate screen pop of the customer/caller's record to the agent (if routed to one) when the call begins and storing caller activity and other IVR data in the system of record.

In addition, VCC can create automated customer interactions (self-service IVR), saving time and money by offloading routine activities that do not require agent intervention. Agents are more readily available to assist callers for technical and in-depth questions. VCC's self-service applications often employ the use of text-to-speech to provide 24x7 access to information needed by your callers. Our IVR can extract variable information from a database or the web and convert it to audible speech. By responding to prompts provided by the VCC IVR system, callers can receive any available text found in an organizations' database in the form of a speech to text.

VCC's IVR speech recognition allows callers to respond to prompts with their own voice, instead of the phone pad, to access to a wide host of information. Rather than listening to long menus and using phone pad buttons to choose the desired service, IVR allows the caller to say the desired service and connects the caller accordingly. This voice interface allows callers to complete

simple tasks quickly and hands-free while navigating the IVR. Speech recognition by VCC greatly reduces the steps necessary to accomplish a task and increases customer satisfaction.

Features of Verizon's VCC IVR include, but are not limited to:

- Menu options for callers provided in both touch-tone and directed speech recognition

- Query a database or multiple databases for information or intelligent routing and self-service capabilities

- Dynamic IVR menu prompting and data-directed routing

- Survey capabilities

- Read Text-to-Speech back from database-driven interactions to callers

- Support for language prompts across any language

- Managed or controlled transfers

- Flexible recording rules, including recording of the contact from system/caller side or the entire conversation

VCC offers full-featured front-end and self-service apps, including menus (dual-tone multi-frequency, automatic speech recognition); conditional routing; digit capture; prompts (pre-recorded, text-to-speech); callbacks and message laydown for agentless outbound; and customer biometrics for authentication. Additionally, our solution supports web integrations (RESTful, SOAP) and direct database connections. IVR surveys collect insights from the citizens from any channel, based on interaction type or caller preference.

Artificial intelligence (AI) engines (Google, Microsoft, Amazon, IBM) and specialty, AI-based, conversational/visual virtual agents integrate into VCC Studio for self-service and a warm handoff to agent assist – all with GTA's full control, context, and auditing. CX Exchange offers 25+ AI self-service functions (conversational and visual IVR, chat bots, etc.). They are pre-integrated and verified, including several options that support a transparent elevation of Chatbot to live agent chat interaction with full customer context for the agent. Easy integration with other solutions is achieved with 300+ RESTful application program interfaces (APIs).

Verizon will use our expertise to provide consultative support to help GTA define the best IVR methodology to support your requirements, no matter how complex.

Quality Management (QM)

Verizon provides a QM solution that is fully integrated into our ACD/IVR solution. GTA will be able to monitor your agents' performance and give them helpful coaching and training with our QM solution. Capture multi-media customer interactions and quickly score them against pre-defined criteria using our flexible and customizable evaluation forms. Improve employee performance with personalized coaching sessions and eLearning assignments.

Performance is captured using VCC Performance Management, a reporting application that allows you to take data from the ACD/IVR and combine it with other data warehouses (i.e. BETTI, Salesforce Sales Cloud, Salesforce Lightning, etc.), resulting in a 3D view of the effectiveness of teams, job skills, and agents. VCC Performance Management helps generate positive business behavior through contests and rewards, encouraging agents to be their best. Tying performance back to compensation tools gives agents a snapshot into their future paychecks. Gamification is a function of VCC Performance Management that provides performance reporting and makes a game of it. A healthy, competitive culture is fostered by rewarding sales achievements through obtaining badges, special privileges, incentives, rewards, awards, etc.

Verizon's VCC is powered by NICEInContact Systems, the global leader of workforce optimization solutions including best-of-breed speech and data analytics, WFM, performance management, customer journey, call recording, quality monitoring, voice of the customer, and anti-fraud prevention applications. VCC offers all of the NICE and NICEInContact solutions as part of our software-as-a-system (SaaS) platform solutions.

WFM is fully integrated with the VCC solution. Our offering combines two market leaders into one complete solution. This integration includes data synchronization from the ACD/IVR to minimize administrative tasks and includes out-of-the-box data feeds for real-time-adherence and historical data. The integration is bi-directional, to allow data to flow from WFM back into the VCC solution. For example, allowing agents to view their work schedules or receive alerts on shift changes. VCC provides over 250 open APIs, including APIs which provide access to WFM-focused metrics which can be leveraged to pull data useful to payroll and/or time reporting system.

1.2 Telephony Delivery Design & Capacity

The Service Provider's responsibilities include and Service Provider shall do the following:

1.2.1 Describe how your proposed solution will manage and deliver capacity for telecom trunking services as in TDM, SIP, Data, Toll Free for the anticipated volume in support of the contact centers.

Verizon's Response

Verizon's IP Toll Free Network

Providing outstanding citizen service through improved call center performance, extended hours, continuity plans, staff optimization, and expanded reach is how many government agencies are meeting the needs of the public.

Toll Free Service (TFS), designated by the prefix 800, 888, 877, 866, 855, and 844, allows callers to reach your agencies at no cost to them. With service available from any location in the US, Puerto Rico, Guam, Saipan, the Virgin Islands, Canada, and more than 80 countries worldwide, our TFS addresses the needs of those customers in the US, as well as multinational companies with locations around the globe.

Our intelligent network allows customers to route incoming toll-free calls based on specific business needs. These routing options offer the redundancy, diversity, and flexibility necessary to ensure GTA maximizes revenue opportunities and stays up and running no matter what.

Several termination methods are available, including switched termination/plain old telephone service (POTS) line, dedicated termination/T1 or primary rate interface, and local termination. Verizon offers the flexibility of purchasing features from a combined routing feature package or a-la-carte menu. Our TFS offering has the following features:

Day of Week (DOW)/Time of Day (TOD)	Allows the customer to route calls directed toward a single toll-free number to different locations based on the TOD or predetermined DOW. The Verizon network can define TOD routing in 15 minute intervals, starting at the top of the hour.
Day of Year Routing/Holiday Routing	This feature allows the customer to arrange for calls to a single TFS telephone number to be routed to different locations based on a customer specified holiday or key event.
Geographic/Point-of-Call Routing	Point-of-call routing allows Verizon toll free customers to route calls made to a single toll-free number to different terminating locations based on each call's point of origin (defined by international toll-free country, state, area code, or area code and exchange). Point-of-call routing should be defined after extended call coverage and tailored call coverage have been defined.
Percentage Allocation	Percentage allocation routing enables Verizon toll free customers to distribute calls made to a single toll-free number to two or more answering locations, based on a customer designated percentage distribution.
Direct Termination Overflow (DTO)	DTO allows customers to redirect calls to other pre-defined alternate location(s) during busy conditions. The customer can schedule DTO across a maximum of seven trunk groups in the same long distance switch and one "non-ported" POTS line. DTO has also been referred to as call overflow. The charges are applied on a trunk group level.

1.3 Security for Protected Voice/Data for compliance

The Service Provider's responsibilities include and Service Provider shall do the following:

1.3.1 Describe how your service protects the at-risk data when traversing the voice network to the remote, at home agents

Verizon's Response

Your data is your lifeblood and Verizon and NICEInContact is committed to providing a holistic and layered system of safeguards to protect your data. Through rigorous third party certifications and audits, along with the transparency from our Trust Office, you can rest assured that Verizon and NICEInContact provide the highest level of security available.

- NICEInContact was the first Cloud Contact Center vendor to join the Cloud Security Alliance (CSA).

- NICEInContact offers a NICEInContact Payment Card Industry (PCI) Level 1 compliant environment under the PCI Data Security Standards that has been validated by an experienced Qualified Security Assessor.

- Other industry standards NICEInContact adheres to include: Service Organization Controls 2, Sarbanes Oxley Act (SOX), Federal Communications Commission regulations regarding Customer Proprietary Network Information (CPNI), Privacy Shield under NICE, Health Insurance Portability and Accountability Act (HIPAA), and Section 508/VPAT.

- NICEInContact is registered with the Information Commissioner's Office. Since the United Kingdom (UK) requires safe transmission of personal data, NICEInContact performs internal assessments of compliance with UK data protection requirements.

All VCC voice calls are encrypted at rest and in transit and can be accessed at any time within our reporting structure. Call recordings can be archived through VCC, allowing GTA to download audio recordings via their web interface. Access rights can be configured via the security profiles to control whether or not supervisors (or any VCC user) has the ability to listen to and download call recordings.

Conversations are encrypted both in transit and at rest in our highly secure data clusters. We can provide multiprotocol label switching, secure real-time transport protocol, voice over IP over virtual private network, and transport layer security (TLS) for encryption and privacy requirements. For online data transport, hypertext transfer protocol secure (HTTPS) is used. All client connections use HTTPS with TLS encryption and X.509 certificates. Secure file transfer protocol (FTP) sessions use SSL version 3 and advanced encryption standard (AES) 256.

Verizon executes our cybersecurity operations to protect remote workers with the same level of security as they would experience in the physical office. We are the only contact center-as-a-service provider attested by third parties to be both PCI Level I and Federal Risk and Authorization Management Program compliant. We were given the Authorization to Operate and using AES 256 encryption to achieve Federal Information Processing Standard 140-2 compliance to keep both public sector agencies and private organizations protected.

Our security-driven compliance approach includes HIPAA, GDPR, SOC II + HITRUST, IRAP, Cyber Essentials, CCPA, CSA STAR Level II, Privacy Shield, SOX, Section 508 & CPNI, while TLS 1.2 protects all customer traffic, including that from remote agents, from interference. For both remote and in-office agents, our Trust Office performs incident response, digital forensics, continuous data monitoring, inspection, logging, vulnerability management, as well as internal and external penetration testing into industry-standard network-edge security with DPI and DMZs.

1.4 Segmentation of Agency Contact Centers within Multi-Tenant Solution

The Service Provider's responsibilities include and Service Provider shall do the following:

1.4.1 Describe how your proposed solution will ensure State contact centers will not impose performance of other agencies during unexpected surge events.

Verizon's Response

Verizon's VCC solution is a true cloud-based, multi-tenant SaaS system. Each customer (or tenant) has a Business Unit (BU) or instance. The BUs are kept separate for security reasons so there is no reporting functionality that spans multiple tenants. If a customer has multiple BUs, the VCC Data Download functionality can be used to download the information from each BU. The data from the individual BUs can be combined using a third-party system for reporting purposes. If GTA needs separation of information for individual BUs, but doesn't need the separation provided by unique instances, we recommend using separate skills or campaigns for each BU. This separation can be used to provide reporting for individual BUs while still allowing the roll-up of all information at the enterprise level. A single report covering multiple channels for a BU can be created at no additional cost. However, a single report across multiple tenants is not standard. GTA can offer services to other BUs within the VCC solution, can roll up child accounts within one administrative domain, and can place callers into different queues across individual lines of

business for either routing, disaster recovery, or backup scenarios. In addition, flexible user roles and permissions allow for multiple user tiers to be created to support different access to reporting based on need.

NICEInContact has built our cloud-based platform to be 100% multi-tenant aware. Multi-tenancy is a key difference because it means that changes made by NICEInContact need to work for all customers and improvements made for one customer benefit all customers. Despite the multi-tenancy, each of our customers are built in their own partition so there is no way for cross customer interaction to happen. Additionally, within any given customer instance/partition (BU), using permission based roles, GTA can further restrict user access to specific groups of skills and/or teams, isolating users from access to information not intended for their eyes. Likewise, networks can be segmented to specific BU's so as not to have one BU or agency's traffic overwhelm all of the other BU traffic in case of unexpected surges.

1.5 Proposed Failover Design and Supporting Service Level Agreement

The Service Provider's responsibilities include and Service Provider shall do the following:

1.5.1 Please describe in detail your failover design in support of your proposed uptime SLAs. (How many 9s in support of the solution as a whole and/or for specific components)

Verizon's Response

VCC employs a variety of controls to provide our contracted 99.99% uptime as per our standard terms of use. Those controls include:

- Paired, geographically diverse centers
- Redundant power and cooling systems to ensure environmental conditions
- Multiple and diverse carriers and service providers
- Deployment of redundant, highly available networks for data transport
- Deployment of redundant and highly available drive array and computing systems
- Fault tolerant software solutions that provide a Hot Standby recovery capability, oftentimes recovering in a seamless, non-impactful fashion
- 24x7 monitoring of all systems
- 24x7 trained and staffed Network Operations Center (NOC)
- A full quality assurance and regressions testing process to ensure secure applications and solutions
- Regular scans and testing to ensure network security
- Regular testing of backup components and systems
- Yearly penetration testing
- Monthly patch management
- Quarterly internal audits

Verizon and NICEInContact regularly assesses and tracks performance data, which is made available to our customers.

VCC makes every effort to ensure that its customers experience minimal downtime. We do this by providing robust applications on fully redundant hardware environments. We offer a 99.99 uptime guarantee in writing and we monitor our systems around the clock. Our VCC solution optimally prioritizes voice and application traffic across our network to ensure the best possible experience.

The health of an individual cluster on which a customer resides is available on the VCC support site, and the uptime percentages upon which an SLA is based is made available through VCC support representatives. A customer's SLA commitment becomes part of the standard Terms of Use, itself part of the customer contract.

VCC maintains an active-active redundancy level that includes, but is not limited to, servers, power systems, communications ports, data bases, and other key components. If one element suffers a failure, the level of redundancy affords that through load sharing. A customer does not have all of their critical components (ports, data storage devices, etc.) located on a single device.

Instead, components are spread over several devices to minimize the effects of a service outage of a single component. The system is distributed and mirrored across multiple sites.

Verizon and NICEInContact NOCs function with 24x7 on-site securities. Geographically diverse data centers are located in the US (LA, CA and Dallas, TX); Europe, the Middle East, and Asia (Frankfurt and Munich); and Australia (Melbourne and Sydney). Our high availability design applied to carriers, networks, hardware, and applications. Through our IP backbone, networking infrastructure connects our sites via bandwidth pipes that can be routed through a private connection. We also have state-of-the-art intrusion detection systems in place to keep our system safe from hackers. VCC utilizes redundant equipment, facilities, connections, power supplies, cooling systems, and databases to ensure that your contact center is always up and running smoothly. The VCC solution represents no single point of failure, and all critical applications are duplicated in a highly reliable geo-redundant fashion.

EXHIBIT 3E

CUSTOMER PURCHASE AGREEMENT

**Participating Entity Service Order Form to the Master
Services Agreement**

UAT-MAR17-USA-UAT01-addl1 (Participating Entity)	Verizon Business Network Services LLC on behalf of affiliates identified in this agreement (individually and collectively "Verizon Providers of U.S. Services") (Verizon)
Customer Signature:	**Verizon Signature:**
Name: Senthil Kumar	**Name:** Anthony Recine
Title: test	**Title:** Senior Vice President
Date:	**Date:**
Email: senthilkumar.x.velautham@verizon.com	

Participating Entity confirms that Customer has authorized it to contract for Services in Participating Entity's own name subject to the terms of the Agreement.

Valid if signed and submitted to Verizon by 16-Sep-2020.

This Service Order Form is entered into between Verizon and Participating Entity listed below pursuant to the Master Services Agreement ("Agreement") identified by Verizon Contract ID L16094-01 by and between Verizon Business Network Services LLC on behalf of affiliates identified in this agreement (individually and collectively "Verizon Providers of U.S. Services") ("Verizon") and the Georgia Technology Authority ("Customer"). This document is not effective until the Agreement has been fully executed. Participating Entity will receive and be invoiced for the Services it orders, pursuant to the terms of the Agreement. Participating Entity confirms that it has read and understands the Agreement and other information set out and incorporated by reference in this order (the "Contract").

Parties	
Participating Entity: UAT-MAR17-USA-UAT01-addl1	**Verizon:** Verizon Business Network Services LLC on behalf of affiliates identified in this agreement (individually and collectively "Verizon Providers of U.S. Services")
Registered Office Address: 2424 Garden of the Gods Rd Colorado Springs, CO 80919	**Registered Office Address:** One Verizon Way Basking Ridge, NJ 07920
USA	USA
Registered No., ABN or CIN (if applicable):	**Registered No. or ABN (if applicable):** Not applicable

VAT/GST/Consumption Tax Number (if applicable): N/A	VAT/GST/Consumption Tax Number (if applicable): N/A
Additional Legal Entity Information (if applicable):	**Additional Legal Entity Information (if applicable):** Not applicable
Address for Notices: 2222 75035 Frisco, TX USA arokia.benjamin@verizon.com	**Address for Notices:** Verizon Business Services 10000 Park Meadows Drive Lone Tree, CO 80124 Attn: Customer Service Email: notice@verizon.com With a subject of "OFFICIAL LEGAL NOTICE"

PRICING

3. **BILLING CURRENCY**. The following table indicates the currency(s) in which the Participating Entity will be billed for Optimized Services. Optimized+ services are provided via Verizon's automated rapid delivery platform. The "+" following the Service name indicates it is an Optimized Service (which may have been referred to as a Rapid Delivery Service); it is not a part of the Service name.

Verizon Legal Entity	Currency
MCI Communications Services, LLC d/b/a Verizon Business Services	USD

4. **SERVICES PROMOTIONS**

Access +

Optimized Service Promotion Name	Promotional Terms
Private IP Contract Signature Incentive	www.verizonenterprise.com/external/service_guide/reg/pr_private_ip_contract_signature_incentive.pdf

Private IP +

Optimized Service Promotion Name	Promotional Terms
Private IP Contract Signature Incentive	www.verizonenterprise.com/external/service_guide/reg/pr_private_ip_contract_signature_incentive.pdf

SERVICE ORDER FORM (OPTIMIZED SERVICES)

Quote ID	150445205
Quote Version #	0
Order Section #	399729

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Order Summary by Location:

Location ID	Location Address	Service Provided by	Currency	MRC	NRC
18954059C	2 WALL ST, NEW YORK, NY 10005-2001, United States	MCI Communications Services, LLC d/b/a Verizon Business Services	USD	1,577.37	0.00
Total excluding Taxes (as defined in the Contract)			**USD**	**1,577.37**	**0.00**

Service Order Details: All Services provided by MCI Communications Services, LLC d/b/a Verizon Business Services unless otherwise specified. The invoice will be based on service configuration at time of invoice reflective of any changes made by the Customer. Charges are established below and in your contract, for services with pre- negotiated charges as noted by ^.

2. **Service Delivered to:**
   Location ID: 18954059C
   2 WALL ST, NEW YORK, NY 10005-2001, United States

Service Summary	MRC (USD)	NRC (USD)
Access +	407.37	0.00
Private IP +	1,170.00	0.00
WAN Analysis Reporting +	0.00	0.00
Total (USD) excluding Taxes (as defined in the Contract)	1,577.37	0.00

Service Detail for Location ID(s): 18954059C (See Appendix and Contract for any additional charges)	Activity Type	Quantity	MRC (USD)	NRC (USD)
Access +, Service ID: 182020497 Activity Type: ADDED Service Commitment: 24 Months				
Local Access - Op/App Performance: Platinum / Platinum - 20 Mbps - UNI Speed: 100 Mbps (FastE)	ADDED	N/A	407.37	0.00
Additional Promotions included: • Private IP Contract Signature Incentive				
Private IP +^, Service ID: 182020501 Activity Type: ADDED Related Service: Access + 182020497 Service Commitment: 0 Months				
PIP Port - 20 Mbps - United States	ADDED	N/A	1,300.00	0.00
Discount: PIP USA (10%)			(130.00)	N/A
Class of Service - ETM - 20 Mbps - 0 Kbps	ADDED	N/A	0.00	0.00
Discount: PIP USA (10%)			0.00	N/A
Additional Promotions included: • Private IP Contract Signature Incentive				
WAN Analysis Reporting +^, Service ID: 182020505 Activity Type: ADDED Service Commitment: 0 Months				
Standard Select	ADDED	N/A	0.00	N/A
Provider Edge Statistics	ADDED	N/A	0.00	N/A
Total (USD) excluding Taxes (as defined in the Contract)			1,577.37	0.00

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Appendix
To Service Order Details

Appendix Summary:
1. Private IP +

1. Private IP + - Other Charges

Shown net of Discounts and Promotions.

Dynamic Network Manager
Applies to Location ID/Service ID(s): 18954059C / 182020501

Private IP Dynamic Port Pricing		Private IP Dynamic Port Pricing	
Port Speed	MRC (USD)	Port Speed	MRC (USD)
1 Mbps	164.70	8 Mbps	556.20
2 Mbps	259.20	9 Mbps	576.45
4 Mbps	90.00	10 Mbps	599.40
5 Mbps	448.20	15 Mbps	900.00
6 Mbps	493.20	20 Mbps	1,170.00
7 Mbps	524.70		

Private IP EF Real-time Pricing		Private IP EF Real-time Pricing	
EF Realtime CAR Speed	MRC (USD)	EF Realtime CAR Speed	MRC (USD)
0 Kbps	0.00	2 Mbps	63.00
8 Kbps	3.60	2.5 Mbps	72.00
16 Kbps	3.60	3 Mbps	81.00
32 Kbps	3.60	3.5 Mbps	90.00
56 Kbps	3.60	4 Mbps	99.00
128 Kbps	3.60	4.5 Mbps	102.60
256 Kbps	3.60	5 Mbps	106.20
384 Kbps	3.60	5.5 Mbps	113.40
512 Kbps	3.60	7 Mbps	129.60
768 Kbps	3.60	9 Mbps	143.10
900 Kbps	3.60	10 Mbps	156.60
1 Mbps	3.60	13 Mbps	198.00
1.3 Mbps	3.60	14 Mbps	211.50
1.5 Mbps	3.60	15 Mbps	225.00
1.7 Mbps	3.60	17 Mbps	243.00

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EXHIBIT 3F

SERVICE LEVEL MATRIX

Ref ID	Service Levels	Initial + mos	Measurement Window	SL Type	Expected	Minimum	% of Invoice
	Critical Service Level Matrix						
	CCaaS - Contact Center as a Service						
CSL-1	Performance SLA - Availability	0	Month	CSL	99.99%	99.99%	1/30 of MRC User
CSL-2	Maintenance SLA - Software	0	Month	CSL	99.99%	99.99%	5% MRC User
	IPCC - IP Contact Center						
CSL-3	Network Availability SLA	0	Month	CSL	99.99%	99.99%	*
CSL-4	Time-to-Repair ("TTR") SLA	0	Event	CSL	*	*	*
CSL-5	Jitter SLA	0	Month	CSL	*	*	*
CSL-6	MOS SLA	0	Month	CSL	*	*	*
	Digital CX						
CSL-7	Digital CX Availability SLA	0	Month	CSL	99.97%	99.97%	*
	VOIP Inbound Anti-Fraud + Authentication Services						
CSL-8	VIAA Availability SLA	0	Month	CSL	99.50%	99.50%	*
				* - Refer to Section 8, "Attachment 3-B"			

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Key Measurement Matrix						
Ref ID	**Service Levels**	**Initial + mos**	**Measurement Window**	**SL Type**	**Expected**	**Minimum**
KM-1	Abandon Rate Compliance	0	Continuous	KM	N/A	N/A
KM-2	Active Agents	0	Continuous	KM	N/A	N/A
KM-3	Active Contacts	0	Continuous	KM	N/A	N/A
KM-4	Agentless Productivity	0	Continuous	KM	N/A	N/A
KM-5	Agent Snapshot	0	Continuous	KM	N/A	N/A
KM-6	Agent Summary	0	Continuous	KM	N/A	N/A
KM-7	Agent Time	0	Continuous	KM	N/A	N/A
KM-8	Agent Unavailable Time	0	Continuous	KM	N/A	N/A
KM-9	ASR Tuning	0	Continuous	KM	N/A	N/A
KM-10	Attempt Detail	0	Continuous	KM	N/A	N/A
KM-11	Usage Information for Billing	0	Continuous	KM	N/A	N/A
KM-12	Call Quality	0	Continuous	KM	N/A	N/A
KM-13	Campaign Performance	0	Continuous	KM	N/A	N/A
KM-14	Campaign Summary by Campaign	0	Continuous	KM	N/A	N/A
KM-15	Campaign Summary by Skill	0	Continuous	KM	N/A	N/A
KM-16	Configured Stations	0	Continuous	KM	N/A	N/A
KM-17	Contact Detail	0	Continuous	KM	N/A	N/A
KM-18	Contact History	0	Continuous	KM	N/A	N/A
KM-19	Email Interruptions	0	Continuous	KM	N/A	N/A
KM-20	Forced Logouts	0	Continuous	KM	N/A	N/A
KM-21	IVR Press Path	0	Continuous	KM	N/A	N/A
KM-22	Lead Source Audit	0	Continuous	KM	N/A	N/A
KM-23	Outbound Agent Performance	0	Continuous	KM	N/A	N/A
KM-24	Outbound Disposition	0	Continuous	KM	N/A	N/A
KM-25	Outbound Not Final by Outcome	0	Continuous	KM	N/A	N/A
KM-26	Outbound Offering Dispositions	0	Continuous	KM	N/A	N/A
KM-27	Port Utilization	0	Continuous	KM	N/A	N/A
KM-28	Promise Keeper	0	Continuous	KM	N/A	N/A
KM-29	Rule Action History	0	Continuous	KM	N/A	N/A
KM-30	Rule Action Summary	0	Continuous	KM	N/A	N/A
KM-31	Skill by Campaign	0	Continuous	KM	N/A	N/A
KM-32	Skill Performance	0	Continuous	KM	N/A	N/A
KM-33	Skill Proficiencies Detail	0	Continuous	KM	N/A	N/A
KM-34	Skill Proficiencies Summary	0	Continuous	KM	N/A	N/A
KM-35	Supervisor Snapshot	0	Continuous	KM	N/A	N/A
KM-36	Activity Audit	0	Continuous	KM	N/A	N/A
KM-37	Change Audit	0	Continuous	KM	N/A	N/A
KM-38	Analytics Metric Statistics	0	Continuous	KM	N/A	N/A
KM-39	Analytics Category Statistics	0	Continuous	KM	N/A	N/A
KM-40	Enlighten AI Routing Summary	0	Continuous	KM	N/A	N/A
KM-41	Evaluations By Team (BI)	0	Continuous	KM	N/A	N/A
KM-42	Evaluations By Section and Question (BI)	0	Continuous	KM	N/A	N/A
KM-43	Evaluation Details (BI)	0	Continuous	KM	N/A	N/A
KM-44	Evaluator Analysis (BI)	0	Continuous	KM	N/A	N/A
KM-45	Recording Activity	0	Continuous	KM	N/A	N/A
KM-46	Adherence	0	Continuous	KM	N/A	N/A
KM-47	Time Utilization	0	Continuous	KM	N/A	N/A

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Operating Level Reports Matrix

Ref ID	Service Levels	Initial + mos	Report Description	Measurement Window	SL Type
OR-1	Abandon Rate Compliance Report	0	Controls the number of abandoned calls by using a percentage of the specified abandon rate	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-2	Active Agents Report	0	Shows a list of all agents who are active	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-3	Active Contacts Report	0	Shows all pre-queue, in-queue, and active contacts connected to the platform	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-4	Agentless Productivity Report	0	Forecasts and tracks the success of an agentless ACD skill based on performance per ports utilized	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-5	Agent Snapshot Report	0	Shows the most commonly tracked metrics regarding an agent's performance	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-6	Agent Summary Report	0	Provides a list of agents and an expanded view of their performance and utilization	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-7	Agent Time Card Report	0	Shows the total duration of time that agents were logged in during a selected date range	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-8	Agent Unavailable Time Report	0	Shows the amount of time an agent spent in each unavailable code	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-9	ASR Tuning Report	0	Used to view a list of failed utterances in the ASR system	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-10	Attempt Detail Report	0	Displays detailed information for each attempted outbound call	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-11	Billing Report	0	Shows usage information that affects your tenant's monthly charges	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-12	Call Quality Explorer	0	Uses CXone Voice Diagnostics to give insights into the quality of voice interactions in your contact center	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-13	Campaign Performance Report	0	Provides a list of campaigns with an expanded view of associated metrics	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-14	Campaign Summary by Campaign Rep	0	Shows a campaign with queue-level metrics summarized by campaign	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-15	Campaign Summary by Skill Report	0	Shows a campaign with queue-level metrics summarized by ACD skill	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-16	Configured Stations Report	0	Lists the stations that are currently configured to handle calls	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-17	Contact Detail Report	0	Displays the current status of the records loaded to be called	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-18	Contact History Report	0	Provides a detailed list of contacts handled for a selected time frame	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-19	Email Interruptions Report	0	Shows how often chat or phone contacts interrupt agents responding to email contacts	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-20	Forced Logouts Report	0	Displays a list of users who have been manually logged out from the platform during a selected time frame	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-21	IVR Press Path Report	0	Displays details on the path that callers take through the IVR	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR

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Operating Level Reports Matrix

Ref ID	Service Levels	Initial + mos	Report Description	Measurement Window	SL Type
OR-22	Lead Source Audit Report	0	Displays a variety of metrics used to qualify how a list is performing in relation to each lead source	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-23	Outbound Agent Performance Report	0	Shows an agent's/team's effectiveness in outbound skills for a selected date or range	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-24	Outbound Disposition Report	0	Displays the aggregate count of each outcome selected for each disposition type	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-25	Outbound Not Final by Outcome Repo	0	Provides details about the number of non-final calls that ended with each outcome, organized by attempt	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-26	Outbound Offering Dispositions Repor	0	Lists all outbound offering dispositions as well as related agent dispositions and descriptions	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-27	Port Utilization Report	0	Shows the number of ports being used over time to fulfill work for specific ACD skills	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-28	Promise Keeper Report	0	Displays a list of scheduled callbacks or secondary attempts to connect to contacts requesting further assistance	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-29	Rule Action History Report	0	Displays a history of all rule actions, whether automatic, non automatic, approved, or rejected	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-30	Rule Action Summary Report	0	Displays a summary of all rule actions, whether automatic, non automatic, approved, or rejected	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-31	Skill by Campaign Report	0	Shows a summary of ACD skills, organized by campaigns	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-32	Skill Performance Report	0	Displays key metrics concerning the performance of your ACD skills	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-33	Skill Proficiencies Detail Report	0	Lists agents in a tenant and their level of proficiency for each ACD skill	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-34	Skill Proficiencies Summary Report	0	Lists the ACD skills and the total number of agents per proficiency level	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-35	Supervisor Snapshot Report	0	Shows the most commonly tracked metrics regarding a team's performance	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-36	Activity Audit Report	0	Displays a breakdown of actions performed in different applications in the platform	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-37	Change Audit Report	0	Displays the details of changes made to existing entities or values. across the platform	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-38	Analytics Metric Statistics	0	Displays analytics metric statistics to allow supervisors or managers to follow up on agents' performance to improve customer satisfaction and operational efficiency.	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-39	Analytics Category Statistics	0	Displays analytics category statistics to allow supervisors or managers to follow up on agents' performance to improve customer satisfaction and operational efficiency.	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-40	Enlighten AI Routing Summary	0	Shows the improvement Enlighten AI Routing has on your key focus metrics.	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-41	Evaluations By Team (BI)	0	Evaluation data for both teams and agents, including averages and trends	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR

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Operating Level Reports Matrix

Ref ID	Service Levels	Initial + mos	Report Description	Measurement Window	SL Type
OR-42	Evaluations By Section and Question (	0	Evaluation data displayed by the average scores on the different sections and questions in forms	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-43	Evaluation Details (BI)	0	Provides a complete table of all raw evaluation data	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-44	Evaluator Analysis (BI)	0	Review evaluator performance and track their evaluation data	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-45	Recording Activity	0	View recording metrics by channel, direction, recording status, skill, and team.	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-46	Adherence Report	0	Displays agent schedule adherence metrics and root cause analysis	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-47	Time Utilization Report	0	View trends and time usage of the different activities in agent schedules	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-48	Agents by Team Report	0	Shows the structure of users and the teams they are assigned to	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-49	DNC Activity Report	0	Displays the source of Do Not Call (DNC) record requests so that the user can ensure the requests are valid	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-50	List of Agents Report (BI)	0	Displays a table with all agents that meet the specified filter criteria	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-51	List of Skills Report (BI)	0	Displays a table with all ACD skills that meet the specified filter criteria	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-52	Outbound DNC Audit Report	0	Displays the do not call (DNC) group requests including active and expired records based on the phone number entered	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-53	Teams and Unavailable Codes Report	0	Lists all teams and the unavailable codes assigned to them	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-54	Coaching Workflow Report	0	Displays coaching data and associated workflow information	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-55	Evaluation Question and Answer Deta	0	Provides a table with every question answered by an evaluator, along with their answers	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-56	Evaluation Question Details (BI)	0	Displays questions from evaluation forms and all of their associated data	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-57	Evaluation Report	0	Displays evaluation data and relevant associated interaction data	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR
OR-58	Question Data Report	0	Displays question data and relevant associated evaluation answer data	On Demand through the Portal. These are pre-built reports. Platform Administrators and supervisors can also create custom reports through this portal	OR

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EXHIBIT 3G

SERVICE LEVEL DEFINITIONS

1.0   First Service Level Measure Name

SERVICE LEVEL NAME		SECTION REFERENCE	START DATE
[insert name of Service Level measure]		[Ref ID]	mm/dd/yyyy
SERVICE LEVEL TYPE	[one of Critical Service Level, Key Measure, or Operational Report]		
METRIC DESCRIPTION	[full description of the Service Level measure]		
METRIC INCLUSIONS and DATA SOURCES	[events and their data sources that are included in measure]		
METRIC EXCLUSIONS	[events that do not get included in the measure]		
HOURS OF MEASUREMENT	24		
DAYS OF MEASUREMENT	365(366)		
MINIMUM SERVICE LEVEL	[a percentage value]		
EXPECTED SERVICE LEVEL	[a percentage value]		
ALGORITHM	[specific algorithm for computing service level measurement]		
COLLECTION PROCESS	[process for collecting measures and preparing for computation]		
REPORTING TOOLS	[tools for reporting and collecting data that supports this measure]		
RAW DATA STORAGE (ARCHIVES)			
PERFORMANCE CATEGORY	[an overall category of service level measures (e.g. Availability)]		
METRIC REPORTING	☒ Monthly Quarterly Semi Annual		

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1.1 Second Service Level Measure Name

SERVICE LEVEL NAME	SECTION REFERENCE	START DATE
[insert name of Service Level measure]	[Ref ID]	mm/dd/yyyy
SERVICE LEVEL TYPE	[one of Critical Service Level, Key Measure, or Operational Report]	
METRIC DESCRIPTION	[full description of the Service Level measure]	
METRIC INCLUSIONS and DATA SOURCES	[events and their data sources that are included in measure]	
METRIC EXCLUSIONS	[events that do not get included in the measure]	
HOURS OF MEASUREMENT	24	
DAYS OF MEASUREMENT	365(366)	
MINIMUM SERVICE LEVEL	[a percentage value]	
EXPECTED SERVICE LEVEL	[a percentage value]	
ALGORITHM	[specific algorithm for computing service level measurement]	
COLLECTION PROCESS	[process for collecting measures and preparing for computation]	
REPORTING TOOLS	[tools for reporting and collecting data that supports this measure]	
RAW DATA STORAGE (ARCHIVES)		
PERFORMANCE CATEGORY	[an overall category of service level measures (e.g. Availability)]	
METRIC REPORTING	☒ Monthly ☐ Quarterly ☐ Semi Annual	

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2.0 Key Measures

Key Measure are those SLA measures for which GTA Customers are not entitled to receive Service Level Credits as a result of Service Provider's failure to satisfy the associated Service Level standards, but in all other manner are treated as critical SLA measures.

2.1 First Service Level Measure Name

SERVICE LEVEL NAME	SECTION REFERENCE	START DATE
[insert name of Service Level measure]	[Ref ID]	mm/dd/yyyy

SERVICE LEVEL TYPE	[one of Critical Service Level, Key Measure, or Operational Report]
METRIC DESCRIPTION	[full description of the Service Level measure]
METRIC INCLUSIONS and DATA SOURCES	[events and their data sources that are included in measure]
METRIC EXCLUSIONS	[events that do not get included in the measure]
HOURS OF MEASUREMENT	24
DAYS OF MEASUREMENT	365(366)
MINIMUM SERVICE LEVEL	[a percentage value]
EXPECTED SERVICE LEVEL	[a percentage value]
ALGORITHM	[specific algorithm for computing service level measurement]
COLLECTION PROCESS	[process for collecting measures and preparing for computation]
REPORTING TOOLS	[tools for reporting and collecting data that supports this measure]
RAW DATA STORAGE (ARCHIVES)	
PERFORMANCE CATEGORY	[an overall category of service level measures (e.g. Availability)]
METRIC REPORTING	☒ Monthly ☐ Quarterly ☐ Semi Annual

3.0 Operational Reports

Operational Reports are additional reports and measures on the enterprise environment which are provided to GTA and GTA Customers. Operational Reports are not entitled to receive Service LevelCredits as a result of Service Provider's failure and do not specify a Service Level standards.

3.1 First Service Level Measure Name

SERVICE LEVEL NAME		SECTION REFERENCE	START DATE
[insert name of Service Level measure]		[Ref ID]	mm/dd/yyyy
SERVICE LEVEL TYPE	[one of Critical Service Level, Key Measure, or Operational Report]		
METRIC DESCRIPTION	[full description of the Service Level measure]		
METRIC INCLUSIONS and DATA SOURCES	[events and their data sources that are included in measure]		
METRIC EXCLUSIONS	[events that do not get included in the measure]		
HOURS OF MEASUREMENT	24		
DAYS OF MEASUREMENT	365(366)		
MINIMUM SERVICE LEVEL	[a percentage value; not required for Operational Reports]		
EXPECTED SERVICE LEVEL	[a percentage value; not required for Operational Reports]		
ALGORITHM	[specific algorithm for computing service level measurement]		
COLLECTION PROCESS	[process for collecting measures and preparing for computation]		
REPORTING TOOLS	[tools for reporting and collecting data that supports this measure]		
RAW DATA STORAGE (ARCHIVES)			
PERFORMANCE CATEGORY	[an overall category of service level measures (e.g. Availability)]		

METRIC REPORTING	☒ Monthly
	   Quarterly
	   Semi Annual		

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Virtual Contact Center Service Level Agreement

This Service Level Agreement describes the service levels (individually, an "SLA" or collectively, the "SLA") applicable to Verizon's provision of Virtual Contact Center pursuant to the Agreement executed by Verizon and Customer.

1. **Availability.** "Availability" is measured using the following formula:

$$\text{Availability} = \frac{\text{Uptime}}{\text{Uptime} + \text{Downtime}}$$

Uptime is a fixed value of 43,200 calculated by normalizing the days in a month to 30 multiplied by the hours and minutes (30 x 24 x 60 = 43,200).

Downtime is the total minutes during which any of the Components listed below cannot be used by Customer to perform their tasks.

2. **Performance SLA**

2.1 **Uptime.** Verizon will deliver 99.99% of Uptime per month for Components of Service, which are those specific Virtual Contact Center features required for contact delivery included in and used by a Customer end-user ("End User") with Virtual Contact Center pursuant to the Agreement, excluding Long Distance and local loops, and are listed below in Section 2.2. If Verizon exceeds five (5) minutes (99.99% uptime) of Downtime in any given month, Customer may request a credit for such Downtime associated with a trouble ticket submitted by an End User. Upon such request and Verizon's verification of the trouble ticket and the Downtime, Verizon will issue a credit to Customer.

2.2 **Components.** Virtual Contact Center components covered by this SLA include:
- inTouch Reporting
- dbConnector
- Core system (the ability to deliver a contact) and
- Agent station/interface.

2.3 **Credits**

2.3.1 For any complete component failure experienced by an End User on any given day which does not meet the 99.99% Uptime service level described above, upon request, Verizon will credit the Customer 1/30th of the monthly recurring charges ("MRC") associated with the claiming End User. The maximum credit payable in any monthly billing period will not exceed one hundred percent (100%) of the aggregate MRC for all Virtual Contact Center service billed to Customer in the month for which an SLA claim is made.

2.3.2 Downtime does not include any time during which any of the Components could not be used by Customer to perform their tasks due to the following:
- End User's equipment, software, facility, databases, or operator error;
- An interruption in End User's connection to the Internet;
- An interruption in End User's telephony or voice service, local or long distance;
- Maintenance of Component software;
- Force Majeure events as defined in the Agreement.

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2.3.3 Requests for a credit must be submitted to Verizon within thirty (30) days following the date of the outage. Verizon considers a request submitted when Verizon receives from Customer an email requesting a refund and identifying:
- The Customer's name and business unit ID;
- Date(s) and approximate beginning/ending time of the outage; and
- The Virtual Contact Center component(s) affected by the outage.

2.3.4 Verizon will provide the credit within ninety (90) days following the month in which Customer's credit request was received.

3. **Maintenance SLA**

3.1 **Software.** For any software maintenance event for which Customer has provided Verizon notification of end user impact and such impact is verified by Verizon, Verizon will credit Customer 5% for MRC charges associated with that end user. The maximum credit issued in any monthly billing period will not exceed 100% of the aggregate amount of the MRC for VCC services billed in that month. The MRC for each VCC service is the portion of the aggregate VCC service billing in each monthly billing period attributable to that VCC service. No Credit will be issued for outages that are during the scheduled maintenance window.

3.2 **Components.** Virtual Contact Center components covered by this Maintenance SLA include:
   3.2.1.1 Core system (the ability to deliver a contact) and
   3.2.1.2 Agent station/interface

3.3 **Credits.** Requests for a credit must be submitted to Verizon within thirty (30) days following the date of the component outage. Verizon considers a request submitted when Verizon receives from Customer an email requesting a refund and identifying:
   3.2.1.3 The Customer's name and business unit ID,
   3.2.1.4 Date(s) and approximate beginning / ending time of the outage and
   3.2.1.5 The Component(s) affected by the outage.

3.3.1 Verizon will provide the credit within ninety (90) days following the month in which Customer's credit request was received.

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Service Level Agreement ("SLA")
Verizon IP Contact Center Service

1. **Overview.** Verizon offers the following performance Service Level Agreement ("SLA") to customers subscribing to Verizon's IP Contact Center Service. The SLA provides performance metrics for Verizon's IP Contact Center network, i.e., the backbone infrastructure of IP Contact Center services (for the purposes of this SLA, the "IPCC Network"), and covers Network Availability, Time To Repair ("TTR"), Network Jitter, and Network MOS.

2. **Demarcation.** The IPCC Network Routing Architecture (see Attachment 1) identifies the IPCC Network components covered by this SLA, and includes IPIVR Applications; that have been built, functionally tested, and deployed in the network by the customer or by Verizon. The demarcation points for the Network Jitter and Network MOS metrics of this SLA are defined as the Verizon VoIP Network Gateways for Inbound and Outbound TDM-terminated calls; and the Verizon VoIP Network Session Border Controllers for IP-terminated and IP Originated calls, and the interconnection transfer point between the Cloud Service Provider (CSP) and Verizon. The demarcation points for the Network Availability and Time To Repair ("TTR") metrics of this SLA include the Verizon-owned Long Distance Network Switches and infrastructure for TDM originated and terminated calls. All demarcation points are marked in red font and outlines.

3. **IPCC Network Availability SLA**

   The Network Availability SLA provides that the IPCC services (the "Service") is available to process calls at least 99.99% of the time as measured on a monthly basis by Priority 1 Trouble Ticket outage time.

   The Service is considered not available for the number of minutes that a Trouble Ticket shows the Service was not available to Customer. The unavailable time starts when (i) the Customer opens a Priority 1 Trouble Ticket with Verizon Customer Support [in the U.S. at 1-800-444-1111 or as otherwise specified directly to Customer or via Verizon's website; outside the U.S., at the telephone number specified directly to Customer or via Verizon's website] and (ii) provides Verizon with permission to test the affected Telephone Number(s). Upon Verizon's reasonable request, Customer will cooperate with and assist Verizon in the controlled testing of affected service elements. The unavailable time stops when the trouble ticket has been resolved and the Service is again available to Customer.

   Customer must open a Trouble Ticket with Verizon Customer Support while it is experiencing a Service problem. The associated Trouble Ticket(s) will record the calculation of unavailable time attributable to Verizon. One ticket can be submitted for simultaneous issues with different IPCC Transport services, however, the individual IPCC Service Numbers and/or Route Plans affected must be identified in the ticket.

   Where monthly Availability falls below the percentages specified in the table below, Customer will be entitled to a credit associated with one of the corresponding Availability percentages.

IPCC Network Monthly Availability*	
Availability– Less Than	Credit**
99.99%	3%
99.80%	7%
99.70%	10%

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99.60%	13%
99.50%	17%
99.40%	20%
99.30%	23%
98.90%	27%
98.80%	30%
98.70%	33%
98.60%	37%
98.50%	40%
98.30%	43%
98.20%	47%
98.10%	50%

* Network Monthly Availability = Total Monthly Minutes (all IPCC Service numbers; based on a 30-day month) minus Total Outage Minutes for affected IPCC Service number(s) (in a month) divided by Total Monthly Minutes.

** Credits are calculated against Customer's total per-minute IPCC Service Transport Charges for the affected IPCC Service numbers in the affected month.

A Trouble Ticket is required to document a Network Availability outage for credit submission. To receive an SLA credit for IPCC Network Availability, Customer must submit its request using the standard "Invoice Inquiry" process available on the Verizon Enterprise Center ("VEC") within 30 business days after the month in which the Service Level is not met. The request must contain: (1) the Trouble Ticket number; (2) the date and time the Trouble Ticket was initiated; (3) the VoIP Inbound number that experienced the service outage and/or Route Plans affected; and (4) the total outage time.

4. **Time to Repair ("TTR") SLA.** The TTR SLA provides that valid Priority 1 tickets will be resolved as shown in the table below. "Time to Repair" is defined as time taken to restore Service during an Outage based on Trouble Ticket time. Unavailable time starts when Customer opens a Trouble Ticket with Verizon Customer Support [in the U.S. at 1-800-444-1111 or as otherwise specified directly to Customer or via Verizon's website; outside the U.S., at the telephone number specified directly to Customer or via Verizon's website] and releases the Service for immediate testing. Unavailable time stops when the Service is again made available to Customer.

Restore times will be based on amount of Outage time attributable to Verizon as recorded in the associated Trouble Ticket(s). The credit calculation shown in the table immediately below is based on the repair time for a given Outage as recorded in the Priority 1 Trouble Ticket.

Incident Repair Time (equals Total Unavailable Time per affected Telephone number per month)		Credit (calculated against Customer's total per-minute IPCC Service Transport Charges for the affected IPCC Service numbers in the affected month)
From Hours:Min:Sec	To Hours:Min:Sec	
0:00:00	3:59:59 (U.S.)	0%
0:00:00	4:59:59 (non-U.S.)	0%

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4:00:00	7:59:59 (U.S.)	2%
5:00:00	7:59:59: (non-U.S.)	2%
8 Hours +		4%

5. **Jitter SLA (Contiguous U.S. and Europe)**

Jitter is the variation or difference in the end-to-end delay between received packets of an IP or packet stream. Jitter is usually caused by imperfections in hardware or software optimization or varying traffic conditions and loading. Excessive delay variation in packet streams usually results in additional packet loss which detrimentally affects voice quality. IPCC Service monthly performance metrics for Jitter are reported at the following site: http://www.verizonenterprise.com/terms/us/products/ipcontactcenter/performance/.

The Jitter SLA provides that Verizon's Private IP ("PIP") or Internet network monthly jitter performance will not exceed 1.0 millisecond on average. Performance is measured by periodically collecting data across the IPCC Network demarcation points, defined in Section 2, above (Demarcation), from which a monthly average is derived.

To receive credit for a Jitter SLA claim, Customer must submit its request using the standard "Invoice Inquiry" process available on the Verizon Enterprise Center ("VEC") within 30 business days after the month in which the SLA was not met. Customer must provide all required information (e.g., account number). Verizon's Customer Support department will use the backbone statistics on its web site to verify that the Jitter SLA was not met.

If Verizon Customer Support confirms Customer's claim (i.e., that the Jitter SLA was not met), then Customer shall receive a credit to its account equal to one day's share of the Monthly Recurring Charge (MRC) for VoIP Inbound Subscription (for non-optimized) or the equivalent to one day's share of the MRC for VoIP Inbound Subscription (for optimized).

6. **MOS SLA (Contiguous U.S. and Europe)**

Mean Opinion Score ("MOS") is a measure (score) of the audio fidelity, or clarity, of a voice call. It is a statistical measurement that predicts how the average user would perceive the clarity of each call. The Verizon IPCC Service monthly performance metrics for MOS are reported at the following site: http://www.verizonenterprise.com/terms/us/products/ipcontactcenter/performance/.

The MOS SLA provides that the MOS measured across Verizon's IPCC Network demarcation points, as defined above in Section 2 (Demarcation), will not drop below 4.0 where MOS is calculated using the standards-based E-model (ITU-T G.107). Performance is measured by periodically collecting data across Verizon's PIP or Internet network, from which a monthly average is derived.

The MOS SLA (for the European Economic Area, EEA) provides that the MOS measured across Verizon's EEA IPCC Network demarcation points, as defined above in Section 2 (Demarcation), will not drop below 4.0 where MOS is calculated using the standards-based E-model (ITU-T G.107). Performance is measured by periodically collecting data across Verizon's contiguous EEA PIP or Internet network, from which a monthly average is derived.

To receive credit for a MOS SLA claim, Customer must submit its request using the standard "Invoice Inquiry" process available on the Verizon Enterprise Center ("VEC") within 30 business days after the month in which the SLA was not met. Customer must provide all required information (e.g., account number). The Verizon Customer Support department will use the backbone statistics on its web site to verify that the MOS SLA was not met.

If Verizon Customer Support confirms Customer's claim (i.e., that the MOS SLA was not met), then Customer shall receive a credit to its account equal to one day's share of the MRC for VoIP Inbound Subscription (for non-optimized) or the equivalent to one day's share of the MRC for VoIP Inbound Subscription (for optimized).

7. **General Conditions**

The appropriate non-compliance credit amount will be credited to Customer's account within 90 calendar days following Verizon's confirmation of Service Level non-compliance.

Service credits made by Verizon to Customer under this Service Level Agreement are the sole and exclusive remedy available to Customer with respect to any failure to meet a defined Service Level.

The total of all credits within any one month is limited to a maximum of 100% of Customer's IPCC Service usage charges per VoIP Inbound telephone number affected by any non-compliance with the Service Levels.

8. **Exclusions.** No credit will be due to Customer to the extent the SLA is not met because of –
   - Any act or omission on the part of the Customer, its contractors or vendors, or any other entity over which the Customer exercises control or has the right to exercise control.
   - A Force Majeure event, as defined in the Agreement.
   - Scheduled maintenance by Customer or entities under Customer's direction or control.
   - Scheduled maintenance by Verizon within Verizon's maintenance windows.
   - Problems unrelated to the IPCC Network including but not limited to IP-IVR Application Program changes local access origination, and termination segments such as:
     - IPCC Network components other than the Network Gateways and Session Border Controllers, IP Network Cloud, IPCC Service Controller, Verizon SCP/NCP and IP IVR Call Treatment.
     - Inappropriate IP-IVR Application or Configuration/Routing change(s) made by Customer through the Verizon Network Manager.
     - Customer Equipment that is not compliant with the IPCC Network Interoperability Specifications.
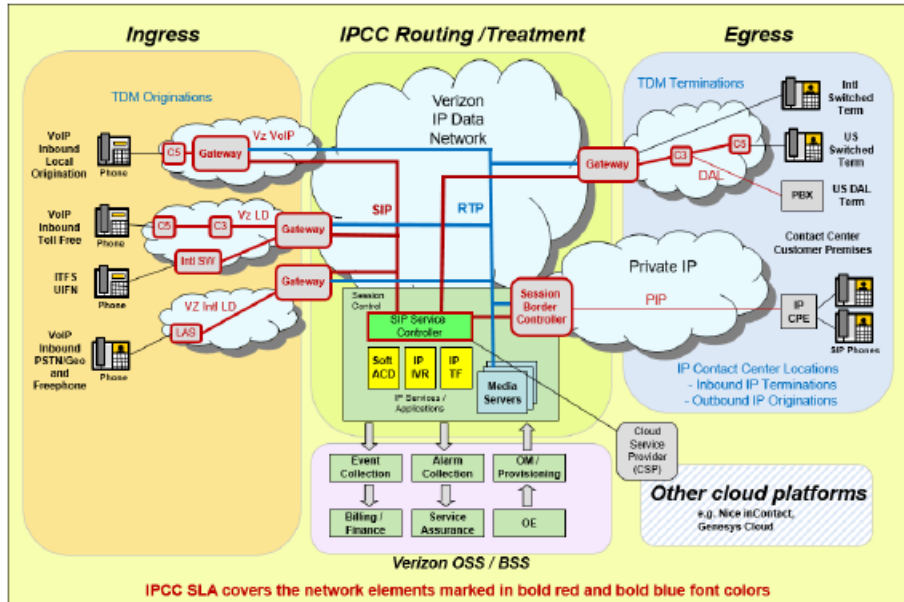
9. **Definitions.** Terms used in this SLA are defined as follows:

Term	Definition
IPCC Service Number	The ICC Service Number is used to receive inbound calls and to connect to the IPCC Services.
Outage	Total loss of service or service degradation such that Customer is unable to use the full functionality of the IP Contact Center Service and Customer releases the Service for intrusive testing and resolution.
Trouble Ticket	The official record used to document a perceived problem with the Service or an Outage incident.
Priority 1 Trouble Ticket	Hard outage whereby there is a complete loss of the IP Contact Center Service or severe degradation that results in Customer's inability to receive or complete inbound calls via VoIP Inbound. 50% or more of the location is out-of-service; 50% or more of the ports/channels are out-of-service; - Critical Verizon network or system failure with no workaround capability.

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Attachment 1
IPCC Network Architecture

IPCC Multi-Service Architecture – High Level View

IPCC SLA covers the network elements marked in bold red and bold blue font colors

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Verizon Digital CX
Service Level Agreement (SLA)

1. **Overview.** This SLA provides performance metrics and provisions for Digital CX. Digital CX is a cloud-based solution that provides virtual agent, social engagement, knowledge management, and social engagement functionality, including management tools and reporting dashboards. Capitalized terms that are not defined in Section 4 (Terms and Definitions) are defined in the Customer's Digital CX Service Attachment.

2. **Verizon Digital CX SLAs.** Verizon will use commercially reasonable efforts to meet or exceed the relevant SLAs described below. Verizon will provide access to a reporting tool that details performance against the SLAs for each month.

2.1. Digital CX Availability

Digital CX Availability is defined as the availability of each feature of Digital CX (i.e. Virtual Agent, Live Agent, Knowledge Assist, Social Intelligence, Social Command Center, and Social Outbound Campaign) to receive and process Digital CX transactions from a Customer, its customers or direct end users and to send responses back to a Customer, its customers or direct end users. Digital CX Availability is measured for each calendar month for each feature, calculated as set forth below. Customer networks, connectivity to Verizon, or Customer software availability is not covered by this SLA.

Customer completes two steps in order to have an outage qualify for an SLA credit. First, Customer must open a trouble ticket in the Digital CX Portal. Second, Customer must make a written request for credit to the Verizon account team.

2.1.1. Availability Calculation

Metric	Calculation
Planned Digital CX Availability	Available Time in Month – Scheduled Outages
Actual Digital CX Availability	Planned Digital CX Availability – Unavailability
Digital CX Availability Level (%)	(Actual Digital CX Availability / Planned Digital CX Availability) x 100

2.1.2. Availability Performance Credits

If the Digital CX Availability Level percentage for a Digital CX feature in any calendar month falls within one of the ranges set forth in the Table 1 that is eligible for a credit, then Customer may request a monthly recurring charge (MRC) credit of the corresponding percentage for such month for such feature.

Table 1. Availability Performance Credits

Digital CX Availability Level:	MRC Credit:
≥ 99.97%	0%
> 99% but < 99.97%	2%

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> 98% but ≤ 99%	4%
> 97% but ≤ 98%	6%
> 96% but ≤ 97%	9%
> 95% but ≤ 96%	15%
Equal to or less than 95%	20%

3. **SLA Exclusions.** Verizon is not responsible to pay a credit for failure to meet any SLA to the extent that such failure is due to or arising in connection with any of the following:

- Any act or omission of Customer or Customer's third party vendors including i) delays by Customer's third party vendors to respond or provide the necessary fix or resolution to a problem, or ii) inaccurate or incomplete instructions or information provided by Customer's third party vendors to Verizon;
- Any failure by Customer's third party vendors to comply with its respective responsibilities under this Agreement;
- A Force Majeure Event; or
- Outages caused by customizations to the Digital CX platform configuration written or modified by the Customer or the Customer's third party vendors (other than third party vendors acting as Verizon's subcontractor).

4. Terms and Definitions

Term	Definition
Scheduled Outages	The amount of time Verizon temporarily suspends operation of a Digital CX feature to perform scheduled or emergency maintenance.
Unavailability	The total time that a Digital CX feature is not available in a calendar month minus Scheduled Outages.

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VoIP Inbound Anti-Fraud and Authentication
Service Level Agreement ("SLA")

1. **Overview.** This SLA provides performance metrics and provisions for VoIP Inbound Anti-Fraud and Authentication.

2. **VoIP Inbound Anti-Fraud and Authentication Service Level Metrics.**

<table>
<tr>
<td>Service Level</td>
<td colspan="2">The Service will be Available 99.5% of the total minutes in a calendar month.</td>
</tr>
<tr>
<td>Calculation</td>
<td colspan="2">$$\frac{(A - D) \times 100\%}{A}$$

A = Available (Total # of minutes in a calendar month less applicable Scheduled Maintenance and the Excused Events).

D = Total minutes of downtime (excluding Scheduled Maintenance and Excused Events) occurring during a calendar month.</td>
</tr>
<tr>
<td rowspan="4">Service Level Credits</td>
<td><u>Service Availability Percentage</u></td>
<td><u>Service Level Credit</u></td>
</tr>
<tr>
<td>99.5% to 100%</td>
<td>No Credit</td>
</tr>
<tr>
<td>98.0% to less than 99.5%</td>
<td>1% of Monthly Subscription Fees

(Annual Fees/12)</td>
</tr>
<tr>
<td>Less than 98.0%</td>
<td>2% of Monthly Subscription Fees

(Annual Fees/12)</td>
</tr>
</table>

3. **Service Level Credit Eligibility and Payment Terms**

3.1 The service level credit is calculated by taking the annual Subscription fees payable by Customer for the Service and dividing it by 12 (the "Monthly Rate") and then calculating the dollar value of the relevant percentage (either 1% or 2%) of that Monthly Rate. Subscription fees do not include any ancillary or supplemental fees such as those for Professional Services, delivery-related fees (such as shipping or logistics), support fees (such as stand-alone maintenance fees, where applicable) or taxes.

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3.2 To be eligible for a service level credit, Customer must seek a service level credit within no more than 20 days of the date Customer opened up a trouble ticket with Verizon to report the issue.

3.3 Service level credits will be applied to Customer's account within 90 days following the month in which Verizon confirms service level non-compliance.

3.4 Service level credits are Customer's sole and exclusive remedy and Verizon's sole and exclusive liability for the Service failing to meet a particular availability percentage for a given month.

3.5 Scheduled Maintenance may occur between 8:00 PM ET Friday through 8:00 AM ET Monday and such other hours as the Parties agree to in writing.

3.6 Excused Events include:

- Customer's failure to accommodate a reasonable request that is necessary for provision of support and maintenance;
- Any period of Scheduled Maintenance (not to exceed 24 hours of downtime);
- Failure of Customer's systems, or the use of the Services in a manner not permitted by the User Documentation;
- Outages or downtime that occur during periods of testing, development, or problem diagnosis or any other unplanned maintenance (such as a third-party vulnerability patch).
- Utility curtailments or other government requirements that impact the network; and
- Any isolated incident for which, after making commercially reasonable efforts, neither Pindrop, Verizon nor Customer can identify a definitive root cause that would enable correction or identification of a corrective action plan for the identified Error.