



GTA Direct

**Master Services Agreement
for
GTA Direct Services - Hosted Contact Center**

Between

Georgia Technology Authority

And

CONVERGEONE, INC.

TABLE OF CONTENTS

1.	Background and Introduction.....	4
1.1	Framework.....	4
1.2	MSA Exhibits.....	5
2.	MSA Term and Termination.....	6
2.1	Term	6
2.2	Renewal.....	6
2.3	Termination by GTA for Cause.	6
2.4	Termination for Convenience.....	6
2.5	Return of Property.....	6
2.6	Effect of Termination	6
3.	Fee.	7
3.1	General.....	7
3.2	Calculation and Payment of Fee.....	7
3.3	Services Usage and Aggregate Charges Report	7
4.	Taxes	8
5.	Confidential Information.....	8
6.	Indemnification and Infringement.....	9
6.1	Indemnification by Supplier	9
6.2	Indemnification Procedures	9
6.3	Infringement by GTA	10
7.	Independent Contractor; Contractor Personnel.....	10
7.1	Independent Contractor.....	10
7.2	Trading with State Employees	10
7.3	Drug-Free Workplace	10
8.	Compliance with Laws.....	11
9.	Non-exclusivity.....	11
10.	Vendor Lobbyist Certification.....	11
11.	Immigration and Security.....	11
12.	Incorporation of Anti-BDS (Boycott, Divestment and Sanctions Campaign against Israel) Legislation.....	12
13.	Limitation of Liability	12
13.1	Disclaimer of Certain Damages	12
13.2	Cap on Liability.....	12
13.3	Exclusions and Stipulations Relative to Section 13.2 as it Pertains to Supplier	12

14.	Miscellaneous	13
14.1	Assignment and Delegation.....	13
14.2	Amendments.....	13
14.3	Headings.....	13
14.4	Waiver.....	13
14.5	Severability	13
14.6	Remedies.....	13
14.7	Publicity	13
14.8	Applicable Law and Venue.....	14
14.9	No Liens.....	14
14.10	Notice.....	14
14.11	Counterparts	14
14.12	Order of Precedence.....	14
14.13	Entire Agreement	15
14.14	Survival	15
14.15	Interpretation.....	15
14.16	Further Assurances.....	15
14.17	Protection of State Equipment.....	15

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 February 24, 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 **ConvergeOne, Inc.**, a Minnesota corporation, whose principal place of business is located at 10900 Nesbitt Avenue South, Bloomington, Minnesota 55437 (“**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

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 terms and conditions. Supplier and Customers may negotiate changes to this agreement for 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 form of which will be provided by Supplier.
- (e) **Customer Participation Acknowledgement; Customer Responsibility.** As a precondition to the effectiveness of any Customer Purchase Agreement, Supplier shall 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 on its 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 in connection 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 Purchase Agreement, 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 Aggregate Charges 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 or related to this MSA.

5. Confidential Information.

- (a) Each Party (as the "**disclosing Party**") acknowledges that, in connection with this MSA, it may be necessary to disclose to the other Party certain information relating to the disclosing Party or its business or operations (including that of its customers or 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 include analyses, 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 receive the 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 Party or any of its affiliates, agents, consultants or employees) generally available to the public; (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 disclosed to 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 shall return 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 harmless the 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 Indemnatee, and (2) Supplier will obtain the prior written approval of the Indemnatee 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 Indemnatee, 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 Indemnatee for all applicable Losses related to such claim. In such case, the Indemnatee 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 Indemnatee.
- (d) Supplier's obligation to indemnify any Indemnatee 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 Georgia or 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, and in 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 Supplier to lobby within the State of Georgia has registered with the Georgia Government Transparency and Campaign Finance Commission and complied with the requirements of the Executive Order dated October 1, 2003 ("Providing for the Registration and Disclosure of 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 herein above 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 compliance with 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 against Israel) 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.

GTA'S LIABILITY TO SUPPLIER UNDER THIS AGREEMENT OR ANY STATEMENT OF WORK WILL NOT EXCEED THE AMOUNTS PAID OR TO BE PAID BY GTA TO SUPPLIER UNDER THE STATEMENT OF WORK AT ISSUE IN THE 12-MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.

IN NO EVENT SHALL SUPPLIER'S AGGREGATE LIABILITY UNDER THIS MASTER SERVICES AGREEMENT EXCEED THE AMOUNT OF THE CHARGES PAID OR PAYABLE BY GTA DURING THE TWENTY FOUR (24) MONTHS BEFORE THE EVENT GIVING RISE TO SUCH LIABILITY; PROVIDED THAT IF THE EVENT GIVING RISE TO LIABILITY OCCURS DURING THE FIRST TWENTY FOUR (24) MONTHS AFTER THE EFFECTIVE DATE OF THIS MASTER SERVICES AGREEMENT, THE AMOUNT SHALL BE CALCULATED AS THE AMOUNT ANTICIPATED TO BE PAID BY GTA DURING THE FIRST TWENTY FOUR (24) MONTHS AFTER THE EFFECTIVE DATE OF THIS MASTER SERVICES AGREEMENT, OR TWENTY FOUR (24) 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 consent shall 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 other amendment 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 or control 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 or Parties against which the waiver is sought to be enforced. No failure or delay in exercising any 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 occasion and only for the purpose stated and a waiver once given is not to be construed as a waiver on 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	ConvergeOne, Inc.
47 Trinity Avenue	10900 Nesbitt Avenue South
Atlanta, GA 30334-9006	Bloomington, MN 55437
Attn: Contract Management	Attn: General Counsel
Telephone: (404) 463-2300	(888) 321-6227
Fax: (404) 651-5333	
Email: Contracts@gtga.ga.gov	Email: LegalNotices@convergeone.com

14.11 Counterparts.

The Parties may execute this MSA in multiple counterparts, each of which constitutes an original, 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 be resolved 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 on the 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 evidence of 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 to any 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 to do 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 or expectation.

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 procured and/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 may result in a range of actions available to GTA, up to and including disqualification/contract cancellation.

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

GEORGIA TECHNOLOGY AUTHORITY

By: 
Name: Chris McClendon
Title: CPO
Date: 3/4/2022

CONVERGEONE, INC.


By: 
Name: Klaus Hillmann
Title: EVP, West and South
Date: 02/24/2022

EXHIBIT 1 - CUSTOMER DOCUMENTS***Notice to Suppliers:***

Customer Documents must be compliant with the Contracting with State Entities provisions with the State of Georgia:

- *See Contracting with State Entities (SPD-SP060) at the following link:*

<https://doas.ga.gov/assets/State%20Purchasing/Stage%203%20Documents/SPD-SP060ContractingwithStateEntities.pdf>

EXHIBIT 1A

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

[This page has been left blank intentionally]

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.

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

GTA Direct Customer Purchase Agreement

This **Customer Purchase Agreement** for [REDACTED] (this "**Customer Purchase Agreement**" or "**CPA**"), effective as of [REDACTED] (the "**CPA Effective Date**") is executed and delivered by the undersigned customer ("**Customer**") and [REDACTED] ("**Supplier**").

1. Services. Supplier will provide to Customer the Services set forth on each mutually agreed Statement of Work during the CPA Term (as defined below). In providing the Services and performing its obligations hereunder, Supplier shall comply with **Attachment A (Scope of Services)**.
2. Separate Agreement.
 - a. As set forth in the GTA Direct [REDACTED] Services Agreement, dated as of [REDACTED], 20[REDACTED], by and between Georgia Technology Authority ("**GTA**") and Supplier (the "**GTA Agreement**"), this Customer Purchase Agreement incorporates the terms and conditions (other than Sections 2.6 Effect of Termination, 3. Fee and 14.10 Notice) of the GTA Master Services Agreement. As such, Customer and Supplier each acknowledges and agrees that: (i) Supplier shall be solely liable for its obligations under this Customer Purchase Agreement; (ii) Customer shall be solely liable for its obligations under this Customer Purchase Agreement; and (iii) neither GTA nor the State of Georgia (nor any third party) shall be responsible for the obligations of Supplier or Customer under this Customer Purchase Agreement. Any claim or cause of action that Customer may have under this Customer Purchase Agreement, and that Supplier shall have against Customer, shall be exercisable solely against Supplier or Customer (as applicable) and not GTA or the State of Georgia.
 - b. Promptly following the execution of this Customer Purchase Agreement, Supplier shall return a copy of this executed Customer Purchase Agreement (including any applicable exhibits or attachments) to GTA at the address set forth below.
3. Collection of Customer Information. Customer and Supplier acknowledge and agree that from time to time, GTA may collect information in the form of Customer surveys, conduct Customer interviews, or request other information with respect to the services delivered or charges paid under this Customer Purchase Agreement.
4. Term. The term of this Customer Purchase Agreement shall begin on the CPA Effective Date and shall remain in effect until [REDACTED] (the "**CPA Term**"). Customer may extend the CPA Term upon written notice to Supplier, as long as the GTA Agreement remains in full force and effect at the time of such extension. For clarity, references to "Effective Date" in the GTA Agreement will be deemed to be the CPA Effective Date for purposes of this Customer Purchase Agreement.

GTA Direct Customer Purchase Agreement

Page 1 of 4

5. Address for Notices and Billing. All notices, requests, or other communications (excluding invoices) hereunder shall be sent to the following addresses:

	Customer	Supplier
Entity Name		
Address Line 1		
Address Line 2		
City, State, Zip		
Contact Name		
Contact Title		
Email		

Supplier shall submit invoices detailing the Charges for the Services to Customer at the following address:

	Customer
Entity Name	
Address Line 1	
Address Line 2	
City, State, Zip	
Contact Name	
Contact Title	
Email	

6. Entire Agreement: Counterparts. This Customer Purchase Agreement (including the relevant provisions of the GTA Agreement and any Attachments hereto) constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written. Except as otherwise set forth herein, no amendment to this Customer Purchase Agreement shall be valid unless in writing and signed by both parties. Supplier and Customer may execute this CPA in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures for both Supplier and Customer 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 CPA in the presence of the other party.
7. Third-Party Beneficiary. Customer and Supplier hereby agree that GTA is an intended and express third party beneficiary of Sections 2 and 3 of this Customer Purchase Agreement and shall have the right, exercisable in its sole discretion, to enforce such terms and conditions, or to exercise any other right, or seek any other remedy, which may be available to it as a third-party beneficiary of Sections 2 and 3 of this Customer Purchase Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Agreement as of the date signed by both parties below.

[Name of Customer]

[Supplier]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Supplier to return a copy of this executed Customer Purchase Agreement, and any applicable exhibits or attachments to:

Georgia Technology Authority
GTA Direct Program
Attention: GTA Direct
Email: gtadirect@ga.gov

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.

GTA Direct Customer Purchase Agreement

Page 3 of 4

Attachment A
Scope of Services

Insert any specific requirements associated with Customer's facilities, systems or data, including any specific Security Requirements with which Supplier is required to comply in performing the Services.]

GTA Direct Customer Purchase Agreement

Page 4 of 4

EXHIBIT 2A
E-VERIFY AFFIDAVIT – SUPPLIER



GEORGIA
TECHNOLOGY
AUTHORITY

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

Contractor Name: ConvergeOne, Inc.
 Contractor Address: 10900 Nesbitt Avenue South, Bloomington, MN 55437
 Contract Number: RFQC # 98000-HCC-00000005215

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:

E-Verify 558037

05/16/2012

Federal Work Authorization User Identification Number

Date of Contract

Enter the E-Verify Number. This is NOT your FEIN number (XX-XXXXXXX). 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, 26, 2021 in Palm Beach (city), FL (state).

Signature of Authorized Officer or Agent

David Garlich, Vice President

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 26th DAY OF August, 2021

NOTARY PUBLIC



Deborah L. Martin
Notary Public
State of Florida
Comm# HH4126929
Expires 5/5/2025

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 database of 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 world to 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 the service 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

2.0 Hosted Services

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

- 2.0.1** Is available as "Software as a Service" (SaaS)
- 2.0.2** Have the ability to scale up/down full contact center services as needed by request.
- 2.0.3** Support multiple contact center partitions and agents with flexibility to interact with other contactcenters if possible.
- 2.0.4** Provide redundancy for Hosted Contact Center Services.
- 2.0.5** Support TDM and VoIP communications to agents.
 - 2.0.5.1** TDM, ability to route calls to PSTN for call termination on Agency provided systems.
 - 2.0.5.2** VoIP, provide choice of hard or soft phone
 - 2.0.5.3** Soft Phone should have minimal impact on existing desktop real estate environment.
 - 2.0.5.4** Can leverage any standard 10-digit number
- 2.0.6** Provide a hosted contact center solution that is physically located in data centers within theUnited States.
- 2.0.7** Hosted Contact Center supported by staff that is physically located within the United States.
- 2.0.8** Provide and support HCC seats in physical Agency locations and remote teleworker locations.
- 2.0.9** Administrative functionalities available to the Agencies should incur no fees if performed by theAgencies
- 2.0.10** Provide a call disposition tool that caters to the respective business model of the agency.
- 2.0.11** Interface with Agency designee on support of End User systems, desktop support, and standardimages.

2.1 Automatic Call Distribution

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

- 2.1.1** Support multi-channel routing, basic and advanced call routing, skills-based routing and callback/virtual queuing.
- 2.1.2** Be compatible with IVR, Chat, Email, BOTS and Virtual Agents
- 2.1.3** Ability for Agency to manage the creation, modification and deletion administration of agents.
- 2.1.4** Provide Agency with the ability to adjust wrap time and force calls to agents.
- 2.1.5** Ability to build not-ready codes, also the ability to automatically interrupt not-ready codes as callvolumes increase excluding break codes.

- 2.1.6 Email routing for multiple skill sets.
- 2.1.7 Agent whisper feature
- 2.1.8 Interact with Agency regarding the configuration and scripting of Automatic Call Distribution (ACD), Intelligent Routing, and Predictive Dialing.
- 2.1.9 Ability to have agents from multiple agencies in a shared skillset
- 2.1.10 Ability to route calls to different agency groups
- 2.1.11 Force calls to agents when staffed in without them having to signal to receive a call.
- 2.1.12 Provide the ability to change gate - opening or closing
- 2.1.13 Provide an alert when an agent is dropped from the ACD queue
- 2.1.14 Ability to set thresholds on agent, application, and skillset levels.
- 2.1.15 Ability for supervisor to log agents out of the system.
- 2.1.16 Ability to integrate with Customer Relationship Manager (CRM)

2.2 Auto Attendant and Integrated Voice Response

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

- 2.2.1 Provide for automated speech recognition (ASR) and Text-to-Speech (TTS)
- 2.2.2 Include call back/virtual queuing capability.
- 2.2.3 Ability to integrate with Customer Relationship Manager (CRM).
- 2.2.4 Ability to integrate to agency applications and database systems.
- 2.2.5 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. Makechanges to the IVR system on a regular basis as required or as requested by Agency.
- 2.2.6 Create and record message scripts for call queuing and for information prompts as requested byCustomers, including IVR applications that interface with host systems in designated sites.
- 2.2.7 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.
- 2.2.8 Provide the ability to make emergency (short notice) changes to the IVR systems to addressbusiness problems, service issues, outages, or other items that may impact contact volumes.
- 2.2.9 Provide 24x7 automated (IVR) support in certain situations, including retrieval/recall
- 2.2.10 Allow each state agency the ability if needed to update their own recorded messages, routingmessages, etc. without needing to contact their provider.

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

2.3 Reporting & Analytics

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

- 2.3.1 Provide industry standard reporting for system, agents, ACD and IVR, including real-time, industry standard call metrics and the ability to set SLAs therein.
- 2.3.2 Ability to provide base line, canned, ad-hoc, historical and real-time reports supported by dashboards with graphs and charts.
- 2.3.3 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.
- 2.3.4 Ability for Agency to define, build and run custom reports supporting business requirements.
- 2.3.5 Provide for real-time access by Authorized User to reporting systems.
- 2.3.6 Allow agent to view their individual call metrics (real time, historical and baseline) on their desktop.
- 2.3.7 Ability to change reporting metric requirements for different skillsets.
- 2.3.8 Ability to prompt messages on agent desktop displays.
- 2.3.9 Ability to provide an Agent Report that tracks the entire Agent call flow for any single call.
- 2.3.10 Ability to export raw contact center analytics data for use.
- 2.3.11 Provide access to application historical data for 37 months, agent historical data for 13 months.

2.4 Call Recording & Basic Quality Management

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

2.4.1 Call Recording

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

- 2.4.1.1 Provide 20% random call recordings and screen capture per agent per day.
- 2.4.1.2 Provide online storage to hold at the minimum two calendar months of recordings per agent.
- 2.4.1.3 Provide interface to archive recordings to GTA or Agency provided storage.
- 2.4.1.4 Provide a method for appropriately adjusting monthly online storage needs.
- 2.4.1.5 Ability to barge-in a call, coach, conference or take over call and record it.
- 2.4.1.6 Ability to listen to a call at any point during the call.
- 2.4.1.7 Ability to record one agent during workday and not impact the 20% recording time
- 2.4.1.8 Ability to listen to recorded calls from any location (web-based call recording)
- 2.4.1.9 Ability to email downloaded recordings.

- 2.4.1.10 Ability for agent to initiate recording their own all
- 2.4.1.11 Ability to search recordings by filters
- 2.4.1.12 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.

2.4.2 Customer Surveys

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

2.5 Network & Transport

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

2.5.1 Toll-Free service requirements

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

- 2.5.1.1 Provide per-minute inbound and outbound toll-free services
- 2.5.1.2 Provide inclusive inbound and outbound toll-free services

2.5.2 Trunking Requirements

- 2.5.2.1 Provide erlang standard calculations for appropriately sizing inbound trunking requirements and provide quarterly assessments to adjust as needed.
- 2.5.2.2 Trunking can be shared between Agencies but should not impact performance of individual contact centers
- 2.5.2.3 Service Provider may use either TDM or VoIP for trunking for the most efficient performance and price.

2.5.3 Data network requirements

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

- 2.5.3.1 Service provider can propose end-to-end data connection for call centers and agents where applicable or leverage existing State protected networks.
- 2.5.3.2 Service Provider will provide a tool(s) for self-assessing bandwidth requirements and voice quality performance.
- 2.5.3.3 Setting up, supporting, operating, and maintaining data circuits and VoIP circuits (if applicable) as required.

2.5.4 VPN / Security for Transport

2.5.4.1 Provide end-to-end network security and monitoring

2.5.4.2 Provide Virtual Private Network VPN access

3.0 Enhanced Contact Center Services

3.1 *Enhanced Quality Management*

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

3.1.1 Role based score cards with key performance indicators

3.1.2 Integrated Learning Tools

3.1.3 Coaching Management Tools

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

3.1.5 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

3.1.6 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

3.1.7 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.

3.1.8 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 administrator or data enter by the caller (for chat users)

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

3.2 *Enhanced Workforce Management*

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

3.2.1 Provider should describe the workforce management capabilities within their offering

3.2.2 Ability to analyze customer interactions

3.2.3 Leverage call data to adjust scheduling.

3.2.4 Identify customer and employee behavior

- 3.2.5 Ability to perform short term and long-term forecasting
- 3.2.6 Provide for skills improvement and coaching
- 3.2.7 Provide data to forecast schedules for shift assignments
- 3.2.8 Solution Live transcription and Captioning services
- 3.2.9 Provide data of the proposed solution accuracy data
- 3.2.10 Immediate download of transcripts and notes
- 3.2.11 Easily integrated with LMS and customer relation solutions

3.3 *Customer Relationship Management (CRM)*

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

- 3.3.1 Provider should list integrated and separate CRM options as well as ability to leverage existing CRM sources.
- 3.3.2 Provider should have the capability to migrate existing CRM data into a replacement option.

4.0 **Transition Requirements**

4.1 *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:

- 4.1.1 Service provider will provide appropriate technical resources to guide, design, configure and implement all contact center functionality including call scripting and call flows, etc.
- 4.1.2 Program network-based routing.
- 4.1.3 Configure call prompters.
- 4.1.4 Configure transfer connect and advanced features.
- 4.1.5 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.
- 4.1.6 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.
- 4.1.7 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.
- 4.1.8 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.

- 4.1.9 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.
- 4.1.10 Develop and maintain routing tables, which map inbound numbers to centers and within centersto appropriate queues.
- 4.1.11 Provide a certified project manager to work with agencies during implementation phase to plan, document, execute and communicate tasks for the entire implementation process
- 4.1.12 Provide build, user application testing, test, and production lifecycle management.
- 4.1.13 Develop and implement procedures for re-routing calls in the event of center outages, emergencies, unexpected call volume spikes or overflows, or other unforeseen circumstancesduring transition. Plan and changes are subject to approval by Agency.

5.0 Training and Support Training

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

- 5.1.1 E-learning, browser based, including training materials and./or videos.
- 5.1.2 Reference guides for ongoing support.
- 5.1.3 Provide onsite training for initial implementation.
- 5.1.4 Provide training for supporting Integration, Agent & Supervisors and End-Users for the use of thecontact center services systems.

5.2 Technical Support

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

- 5.2.1 Service Provider provides a service desk including 24x7x365 coverage accessible through voice,email, web, chat.
- 5.2.2 Receive notification of events, system issues, status and updates or can be provided as a webportal.
- 5.2.3 Hosted Contact Center supported by staff that is physically located within the United States.

6.0 General Requirements

6.1 Pricing Model

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

- 6.1.1 Ability to provide a Per Seat subscription model, including quick scalability pricing
- 6.1.2 Ability to provide tier volume discounts to individual agencies based on projected

enterprise volumes.

- 6.1.3 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.
- 6.1.4 Provide inclusive toll-free services and per-minute toll-free services for competitive pricing.
- 6.1.5 Provide a rate-card for optional professional services.
- 6.1.6 Per Seat Pricing should include all installs, moves, adds or changes (IMAC)
- 6.1.7 No minimum requirement for the number of seats contact centers required to purchase
- 6.1.8 Ability for Agencies to add seasonal seats at any time without implementation or disconnect fees
- 6.1.9 There should be no implementation fee or other fees besides the monthly recurring seat charges imposed for upgrading and downgrading solution capabilities
- 6.1.10 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.
- 6.1.11 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.

6.2 *Security Requirements*

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

- 6.2.1 Provider must comply with the State and Agencies data integrity and privacy policies for the delivery of the contact center services.
- 6.2.2 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	Charge
1	HCC Agent Seat Standard	single named agent	monthly	\$ 75.00
2	HCC Agent Seat Premium	single named agent	monthly	\$ 95.00
3	HCC Quality Management Seat/Call/Screen Recording	single named agent	monthly	\$ 25.00
4	HCC WFO Analytics with Transcription	single named agent	monthly	\$ 45.00
5	HCC Workforce Management	single named agent	monthly	\$ 30.00
6	HCC Toll Free/PSTN Services	per user	monthly	\$ 12.00
7	HCC Campaign Management	single concurrent agent	monthly	\$ 60.00
8	HCC Archive Storage 50GB Monthly	per 50GB	monthly	\$ 2.00
9	HCC Real Time Storage per 50GB	per 50GB	monthly	\$ 5.00
10	HCC Webex Contact Center Support	per agent/supervisor	monthly	\$ 7.00
11				

One-Time Charges

Ref ID	Service Charge	Unit of Measure	Recurring Period	Charge
1	Foundation Contact Center (Extra Small) (0-25) Agents Foundation CC Package includes implementation, project management, training, onboarding		<i>one-time</i>	\$ 47,044
	Analytics with Transcription Module		<i>one-time</i>	\$ 10,794
	Quality Management (QM) Module		<i>one-time</i>	\$ 10,794
	Workforce Management (WFM) Module		<i>one-time</i>	\$ 10,794
2	Simple Contact Center (Small) (26-50) Agents Simple CC Package includes implementation, project management, training, onboarding		<i>one-time</i>	\$ 54,471
	Analytics with Transcription Module		<i>one-time</i>	\$ 10,794
	Quality Management (QM) Module		<i>one-time</i>	\$ 10,794
	Workforce Management (WFM) Module		<i>one-time</i>	\$ 10,794
3	Standard Contact Center (51-100) Agents Standard CC Package includes implementation, project management, training, onboarding		<i>one-time</i>	\$ 66,218
	Analytics with Transcription Module		<i>one-time</i>	\$ 11,377
	Quality Management (QM) Module		<i>one-time</i>	\$ 11,377
	Workforce Management (WFM) Module		<i>one-time</i>	\$ 11,377
4	Medium Contact Center (101-200) Agents Medium CC Package includes implementation, project management, training, onboarding		<i>one-time</i>	\$ 98,345
	Analytics with Transcription Module		<i>one-time</i>	\$ 11,377
	Quality Management (QM) Module		<i>one-time</i>	\$ 11,377
	Workforce Management (WFM) Module		<i>one-time</i>	\$ 11,377
5	Large Contact Center (201-400) Agents Large CC Package includes implementation, project management, training, onboarding		<i>one-time</i>	\$ 195,088
	Analytics with Transcription Module		<i>one-time</i>	\$ 22,965
	Quality Management (QM) Module		<i>one-time</i>	\$ 22,965
	Workforce Management (WFM) Module		<i>one-time</i>	\$ 22,965
6	Custom Contact Center (401+) Agents Custom CC Package includes implementation, project management, training, onboarding		<i>one-time</i>	Custom
	Analytics with Transcription Module		<i>one-time</i>	Custom
	Quality Management (QM) Module		<i>one-time</i>	Custom
	Workforce Management (WFM) Module		<i>one-time</i>	Custom

Rate Card Charges

Ref ID	Rate Card Charge		Charge per hour		Charge per week		Charge per month
1	Contact Center Consultant	\$	225	\$	9,000	\$	37,800
2	Unified Communications Consultant	\$	200	\$	8,000	\$	33,600
2	Professional Trainer	\$	150	\$	6,000	\$	25,200
3	Project Manager	\$	175	\$	7,000	\$	29,400
4	MACD Simple & Complex						
5	Normal Business Hours (8am-5pm, M-F)	\$	225		N/A		N/A
6	Standard Overtime (After Hours,	\$	338		N/A		N/A
7	Premium Overtime (Sundays and	\$	450		N/A		N/A
8	MACD On-Site Support						
9	Normal Business Hours (8am-5pm, M-F)	\$	245		N/A		N/A
10	Standard Overtime (After Hours,	\$	368		N/A		N/A
11	Premium Overtime (Sundays and	\$	490		N/A		N/A
12	Trip Charge	\$	81		N/A		N/A

Equipment Charges

Ref ID	Service Charge	Unit of Measure		Price		Maintenance	Maintenance Period
1	Keep your existing endpoints	each	\$	-		N/A	N/A
2	VoIP Adapter (IAD) (Cisco ATA 191) - One Year Warranty	each	\$	206.00	\$	10.46	Optional (Annual)
3	VoIP Hard Phone (Cisco IP Phone 7811) - One Year Warranty	each	\$	130.00	\$	6.00	Optional (Annual)
4	VoIP Hard Phone (Cisco IP Phone 7841)- One Year Warranty	each	\$	237.00	\$	6.00	Optional (Annual)
5	VoIP Hard Phone (Cisco IP Phone 8841) - One Year Warranty	each	\$	336.00	\$	10.20	Optional (Annual)
6	Cisco 521 Headset (Wired) - Two Year Warranty	each	\$	160.00	\$	16.00	Optional (Annual)
7	Cisco 561 Headset (Wireless) - One Year Warranty	each	\$	346.00	\$	23.40	Optional (Annual)

Service Provider Pricing Assumptions

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

Ref ID	Price Impact (Y/N)	Description
1	Y	HCC Webex Contact Center Support Services is a mandatory charge that must be purchased for every named agent / supervisor.
2	Y	Simple MACD support is based on 2% of the total agent count at each state agency. Any overage in Simple MACDs on a monthly basis are billed at the rate provided on the Rate Card Charges worksheet.
3	Y	Additional discounts are available based on volume purchase of equipment.
4	N	Rate Card Charges per week represent 40 hours; Rate Card Charges per month represent 168 hours.
5	N	Additional Agent Implementation must be purchased in conjunction with an Implementation Package.
6	Y	Any customizations outside of the standard packages presented may incur additional feature or professional services pricing.
7	Y	Maintenance pricing for Equipment is an optional charge.
8	Y	All One Time Fees are based on the maximum agent count in that category. Services may be less for contact centers that fall below. For example: If you choose 275 under the Large Contact Center category, the one-time fee may be less than a 400-agent deployment.
9	Y	Any seasonal overages will be charged for the agents above the contracted agent count. Pricing for overages per agent are 30% higher, per seat, for the duration of the overage.
10	Y	Trip Charges - * For Non-metro areas the trip charge is \$81 for up to sixty (60) miles beyond the Metro area. For any distance over sixty (60) miles beyond the Metro area, the actual travel time to the site from that point is charged at the applicable hourly rate for the time of day (i.e. Normal Business Hours, Standard Overtime, and Premium Overtime).
11	Y	Simple and Complex MACD - 1/2 hour minimum for all service requests
12	Y	On-site MACD - 1 hour minimum for all service requests.
13	Y	All contact centers are unique and we will engage with any entity to develop a specific scope of work. Better pricing may be available based on opportunity scope, complexity and headcount.

EXHIBIT 3D**STATEMENT OF WORK EXPLAINED SCOPE****2.0 Additional Technical Scope****2.1 *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.

ConvergeOne Response:

Webex Contact Center is a unified, omnichannel contact center solution that is centrally managed and administered from the cloud to improve operational efficiency and reduce costs.

Designed and built from its foundation as a cloud solution, Webex Contact Center brings your business innovation, flexibility, and the agility of the cloud with security and scalability.

As a cloud-based subscription, Webex Contact Center enables rapid time to market and time to new revenue while minimizing upfront capital investment.

Webex Contact Center gives you control over every incoming and outgoing interaction from a central point, regardless of organization, technology, or location. It knows which agents, teams, sites, and partners are available at any given time and sends each interaction to the agent with the best identified skills for handling an issue. Webex collaboration tools enable agents to engage peers inside and outside the contact center to improve your customers' experience and optimize the customer outcome from every interaction.



Figure 1. An innovative set of capabilities for the cloud-based contact center

2.2 Telephony Delivery Design & Capacity

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

- 2.2.1 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.

ConvergeOne Response:

Webex Contact Center supports the following types of connectivity:

Connectivity	Types
Public Internet	Direct
	IPSec VPN or IPSec over GRE
	S2S
	SRTP/SIP TLS

With Webex Contact Center, calls are **queued in the cloud network**, not on-premises based equipment. This approach provides substantial savings in telecom hardware, toll charges, and bandwidth.

2.3 Security for Protected Voice/Data for compliance

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

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

ConvergeOne Response:

Certifications and Attestations

- CATO compliant (Cisco InfoSec standard)
- HIPAA compliance
- GDPR compliance

Webex Contact Center is currently in pursuit of PCIDSS Level 1 certification. Self-attestation is expected in the second half of 2020 with a third-party audit for Attestation Of Compliance (AOC) by 2021. AOC is reviewed annually, unless otherwise required by a business or based on industry security changes that are applicable to Webex Contact Center.

The security safeguards implemented for Webex Contact Center services meet the policy and control requirements as set forth in Webex Contact Center's Security Framework and are aligned with the Cisco Security and Trust Organization (STO).

Review Cycle

Webex Contact Center manages its information security policy using a security lifecycle management process. This process includes the following components focusing on policy:

- Policy lifecycle management
- Ratification, approval, and implementation
- Annual review, updates (as necessary), and recertification
- Annual communication and awareness training
- Exceptions management

Management Commitment

Management is responsible for oversight and governance to the policy lifecycle process ensuring that Webex Contact Center's security posture, policies, and practices are implemented, updated, and communicated to staff and other parties as appropriate.

Cisco operations and engineering teams are responsible to deploy IT systems, services, and processes consistent with these policies.

The Cisco STO will communicate recommended policy changes to management and relevant members and parties as business needs dictate, or at least annually. An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

Please see Attachment: Webex Contact Center Privacy Policy for additional information.

2.4 *Segmentation of Agency Contact Centers within Multi-Tenant Solution*

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

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

ConvergeOne Response:

Cisco is focused on cloud contact center, more specifically Webex Contact Center (WxCC). The Cisco Webex Contact Center platform is built as cloud-native, evolving to micro-services, enabling open APIs that make the platform open and extensible, and infused AI throughout.

Webex Contact Center is based on a horizontally scalable, microservice architecture. WxCC is focused on digital interactions while continuing to deliver exceptional support for voice interactions. WxCC microservices allow for bursting capabilities easily scaling to meet the requirements of all hosted contact centers within the platform.

2.5 *Proposed Failover Design and Supporting Service Level Agreement*

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

- 2.5.1 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)

ConvergeOne Response:

Webex Contact Center is deployed as geographically-diverse data center pairs. Within those centers, the architecture uses N+1 component, primary, and secondary servers. The Webex Contact Center application center is fully redundant at each component level, as well as each voice collocation center.

The redundant data centers and all network and component pieces are monitored 24x7x365. All Webex Contact Center components are deployed at 2x capacity to support full failover in case of geographical or regional disaster.

Availability Levels. During the Term, Cisco shall use commercially reasonable efforts to achieve the Availability Levels set forth in the table below in any calendar month (each an “**Availability Level**”).

Service Name	Service Availability Level
Core Services (Voice services only)	99.99%
Non-voice Channels (Chat and email)	99.5% Chat 99.0% Email
WFO	99.9%
Speech IVR	99.9%
Management Portals	99.9%
Advanced Reporting & Analytics	99.9%
Call Recording	99.5%



Data sheet
Cisco public

Webex Contact Center Service Privacy

This Privacy Data Sheet describes the processing of personal data (or personally identifiable information) by Webex Contact Center.

1. *Overview of Webex Contact Center Capabilities*

Webex Contact Center (the “Service”) is a cloud-based contact center service made available by Cisco or its resale partners (“Partners”) to companies (“Customer”, “you”, “your”) who purchase it for use by their authorized users (“Administrators”), their contact center agents (“Agents”) and people who access contactcenters enabled by the Service (“Users”). The Service is a subscription-based service hosted in Cisco’s cloud that provides a unified contact center experience across all major communication channels. For a detailed description of the Service, please see the Webex Contact Center Offer Description.

The following describes Cisco’s processing of personal data in connection with the Service, the location and transfers of that data, and how it is secured in accordance with privacy principles, law, and regulations. Cisco will use personal data consistent with this Privacy Data Sheet. Not that this Privacy DataSheet is a supplement to the Cisco Privacy Statement.

2. *Personal data processing*

The information described in this Privacy Data Sheet is accessible by the Customer, Cisco, and the Partneras described below. Administrators, Agents and Users’ information is also subject to Customer’s policies regarding access, use, monitoring, deletion preservation, and export of information associated with the Service. Cisco has no control over, and is not responsible or liable for, the privacy of an information that Administrators, Agents and Users have shared with others. Even after information has been removed from the Service, copies of that information may remain viewable elsewhere to the extent it has been shared with others by Administrators, Agents, Users or Customer.

The table below lists the personal data used by the Service and describes why we process that data.

Contract Number: 98000-0000005215-CON

Personal data category	Types of personal data	Purpose of processing
Registration information	Authentication Token Name and aliases Email Address Phone Number User ID Password Designation Cookies Company Name Company Contact Name Company Physical Address Company Time-Zone SIP IP Address Organization ID	We use Registration Information to: Provision the Service Provide operational support Communicate with you on the status and availability of Service Enroll you in the Service Authenticate and authorize access to the Service Understand how the Service is used Make improvement to the Service Route calls and multimedia services
Host and usage information	Log/Billing Files	We use Host and Usage Information to:

Personal data category	Types of personal data	Purpose of processing
	Agent Identifier Login URL Cookies Automatic Number Identification Information End User Phone Numbers and associated Call Detail Records ("CDRs") Multimedia traffic data with associated identifiers (including sender, recipients, date, time and duration) Alert Message Data Time Zone Geolocation Domain Name	Understand how the Service is used Billing Diagnose technical issues Conduct analytics and statistical analysis in aggregate form to improve the technical performance of the Service Respond to Customer support requests Enforcing compliance with our terms of use and other policies in connection with legal claims, compliance, regulatory and investigatory purposes. Marketing communication (with consent)
Agent and user generated data	Voice Communication Recordings Non-voice communications data (email, instant messages and chat histories) Uploaded Media Files Agent Call Associated Data (CAD)	We use Agent and User-Generated Information to: Provide the Service, enabling training and quality control Provide customized prompts Provide data processing services for voice recordings and/or transcription Agent CAD information based on business requirements

3. Cross-border transfers

The Service leverages third-party hosting providers and business partners to deliver the Service globally. The Service's data centers are currently located in the following countries (data center locations may change from time to time and this Privacy Data Sheet will be updated to reflect those changes):

Cloud-hosted application processing locations:	Virtual Point Of Presence (vPOP) locations
AWS US	Amsterdam, Netherlands
AWS United Kingdom	Calgary, Canada
AWS Germany	London, UK
AWS Australia	Los Angeles, USA
AWS Canada	New York, USA
	Toronto, Canada
	Tokyo, Japan
	Osaka, Japan

Cloud-hosted application processing locations:	Virtual Point Of Presence (vPOP) locations
	Sydney, Australia
	Melbourne, Australia

Cisco has invested in a number of transfer mechanisms to enable the lawful use of data across jurisdictions. In particular:

- [Binding Corporate Rules](#)
- [Swiss-US Privacy Shield Framework](#)
- [APEC Cross Border Privacy Rules](#)
- [EU Standard Contractual Clauses](#)

4. Access control

Administrators, managers, supervisors, and agents who have been granted authorized Roles Based Access Controls (RBAC) can monitor real-time and historical information transacted on their specific tenant only through the Management Portal of Webex Contact Center, as described in the table below.

Personal data category	Who has access	Purpose of the access
Registration information	Administrators and Agents through the Tenant Management Portal	Modify, control, and delete information.
	Customer through the Tenant Management Portal	Modify, control, and delete in accordance with Customer's personal data policy.
	Partner through the Partner and Tenant Management Portal. Partners do not have access to Authentication Tokens or Passwords	Modify, control, and delete in accordance with Partner's personal data policy.
	Cisco	Support the Service in accordance with Cisco's data access and security controls process.
Host and usage information	Administrators and Agents through the Tenant Management Portal and Agent Desktop	View Interaction Information and History.
	Customer through the Tenant Management Portal	Analysis to improve user performance and customer satisfaction
	Partner through the Partner and Tenant Management Portal	Analysis to improve user performance and customer satisfaction
	Cisco	Support and improvement of the Service
Agent and user generated	Agents through the Tenant Management Portal	Access and view historical data.

Contract Number: 98000-0000005215-CON

information	Customer and Administrators through the Tenant Management Portal	Modify, control, and delete in accordance with Customer's personal data policy
-------------	--	--

Personal data category	Who has access	Purpose of the access
	Partner through the Partner and Tenant Management Portal	Modify, control, and delete in accordance with Partner's personal data policy
	Cisco	While Cisco operates the Service, Cisco will not access this data unless it is shared with Cisco by the Customer and will only access in accordance with Cisco's data access and security controls process.

5. Data portability

Data Records such as Call Detail Records and/or personal data collected about Customers, Administrators, and Users (as described in Section 2 above) are available to Cisco's Partners and Customers in machine readable format upon Partner request. Data must be requested within 60 days post contract termination and is subject to data retention policies (as described in section 7 below). Users of the Service that wish to access their personal data must request it from the Customer.

6. Data deletion and retention

Partner may request deletion of personal data retained on the Service on behalf of Customer, Agents, Administrators or Users by sending a request to privacy@cisco.com or open a TAC support request. When Partner makes a request for deletion, Cisco endeavors to delete the requested data from its systems within 30 days, unless the data is required to be retained for Cisco's legitimate business purposes. If we are required to retain certain categories of data, the reason why we retain it and the retention period are described in the table below.

Personal data category	Retention period	Reason for retention
Registration information	<ul style="list-style-type: none"> 7 years from when the Service is terminated. 	Data collected as part of registration, including information provided by Customers as part of Cisco's financial due diligence, constitute Cisco business records and are kept to comply with Cisco financial and audit policies, as well as tax requirements.
Host and usage information	7 years	Information generated by instrumentation and logging systems created through the use and operation of the Service is kept as part of Cisco's record of Service delivery and to comply with Cisco financial and audit policies, as well as tax requirements
Agent and user generated data	<p>Active Subscriptions:</p> <ul style="list-style-type: none"> Voice Communication Recordings at Customers' contractual requirements Chat and instant message history: 30 days. Email content: 3 years. <p>Inactive Subscriptions:</p> <ul style="list-style-type: none"> Deleted within 60 days. 	<ul style="list-style-type: none"> Communication recordings and histories are retained in order to provide the service and enable training. Customers have the ability to set organization-wide retention periods for voice communication recordings. Uploaded media files are not retained on the Service when Customer or an Administrator deletes this data.

7. *Personal data security*

Cisco has implemented appropriate technical and organizational measures designed to secure personal data from accidental loss and from unauthorized access, use, alteration or disclosure. The Service’s technical and organizational security measures are certified annually in accordance with SOC 2, Type II, PCI-DSS standards, and HIPAA.

Personal data category	Type of encryption
Registration information	Encrypted in transit, and disk encrypted at rest
Passwords	Encrypted in transit and hashed at rest
Host and usage information	Encrypted in transit, and disk encrypted at rest
Agent and user generated data	Encrypted in transit, and disk encrypted at rest
Voice communication recordings	Encrypted in transit and at rest

Additional controls include:

- Encryption of all voice recordings and payment card details.
- Session encryption and secure file transmission.
- Authenticating Cisco employee, vendor and contractor access to information systems.
- All call recordings are access controlled.
- Regular audits to address the ongoing confidentiality, integrity, availability and resilience of Cisco processing systems and services.

8. *Third party service providers (sub-processors)*

We may data with other Cisco entities and/or service providers, contractors or other third parties to assist in providing and improving the Service. The data shared may include aggregate statistics or individualized data. All sharing of information is carried out consistent with the [Cisco Privacy Statement](#) and we contract with third-party service providers that can provide the same level of data protection and information security that you can expect from Cisco. We do not rent or sell your information.

If a Customer purchases the Service through a Partner, we may share any or all of the information described in this Data Sheet with the Partner. Unencrypted messages may be shared with third-party services and applications that you choose to integrate with the Service, but not with any other third parties without your permission or unless required by law. The below table lists the Service’s current subprocessors.

Sub-processor	Personal data	Service type
---------------	---------------	--------------

Contract Number: 98000-0000005215-CON

Calibrio (Optional)	Voice Communication Recordings	Cloud Infrastructure Storage. Customers can elect to use Calibrio for long term storage of recordings. This service is provided in the region where Customer is provisioned.
---------------------	--------------------------------	--

Sub-processor	Personal data	Service type
Aqueon	Telephone Numbers	Aqueon is utilized to make outbound calling campaign management. This service is provided in the region where Customer is provisioned.
Google	User Generated Data	Google CCAI provides transcription services . This service is provided in the region where Customer is provisioned.

9. Information security incident management

Breach and incident notification processes

The Data Protection and Privacy team within Cisco's Security and Trust Organization coordinates the Data Incident Response Process and manages the enterprise-wide response to data-centric incidents. The Incident Commander directs and coordinates Cisco's response, leveraging diverse teams including the Cisco Product Security Incident Response Team (PSIRT), the Cisco Security Incident Response Team (CSIRT), and the Advanced Security Initiatives Group (ASIG).

PSIRT manages the receipt, investigation, and public reporting of security vulnerabilities related to Cisco products and networks. The team works with Customers, independent security researchers, consultants, industry organizations, and other vendors to identify possible security issues with Cisco products and networks. The [Cisco Security Center](#) details the process for reporting security incidents.

The Cisco Notification Service allows Customers to subscribe and receive important Cisco product and technology information, including Cisco security advisories for critical and high severity security vulnerabilities. This service allows Customers to choose the timing of notifications, and the notification delivery method (email message or RSS feed). The level of access is determined by the subscriber's relationship with Cisco. If you have questions or concerns about any product or security notifications, contact your Cisco sales representative.

10. Certifications and compliance with privacy laws

The Security and Trust Organization and Cisco Legal provide risk and compliance management and consultation services to help drive security and regulatory compliance into the design of Cisco products and services. Cisco and its underlying processes are designed to meet Cisco's obligations under the EU General Data Protection Regulation and other privacy laws around the world.

See Section 3 above, for information about how Cisco leverages the personal data transfer mechanisms related to the lawful use of data across jurisdictions.

In addition to complying with our stringent internal standards, Cisco also continually maintains third-party validations to demonstrate our commitment to information security. The Service has received the following certifications:

- SOC 2 Type II
- PCI-DSS v 3.2 Certification
- HIPAA Self-Attestation

11. *General information and GDPR FAQ*

For more general information and FAQs related to Cisco's Security Compliance Program and Cisco's GDPRreadiness please visit [The Cisco Trust Center](#).

Cisco Privacy Data Sheets are reviewed and updated on an annual, or as needed, basis. For the mostcurrent version, go to the [Personal Data Privacy section](#) of the Cisco Trust Center.

EXHIBIT 3E
CUSTOMER PURCHASE AGREEMENT

GTA Direct Customer Purchase Agreement

This **Customer Purchase Agreement** for [REDACTED] (this "**Customer Purchase Agreement**" or "**CPA**"), effective as of [REDACTED] (the "**CPA Effective Date**") is executed and delivered by the undersigned customer ("**Customer**") and ("**Supplier**").
 [REDACTED]

1. Services. Supplier will provide to Customer the Services set forth on each mutually agreed Statement of Work during the CPA Term (as defined below). In providing the Services and performing its obligations hereunder, Supplier shall comply with **Attachment A (Scope of Services)**.
2. Separate Agreement.
 - a. As set forth in the GTA Direct _____ Services Agreement, dated as of _____, 20__, by and between Georgia Technology Authority ("**GTA**") and Supplier (the "**GTA Agreement**"), this Customer Purchase Agreement incorporates the terms and conditions (other than Sections 2.6 Effect of Termination, 3. Fee and 14.10 Notice) of the GTA Master Services Agreement. As such, Customer and Supplier each acknowledges and agrees that: (i) Supplier shall be solely liable for its obligations under this Customer Purchase Agreement; (ii) Customer shall be solely liable for its obligations under this Customer Purchase Agreement; and (iii) neither GTA nor the State of Georgia (nor any third party) shall be responsible for the obligations of Supplier or Customer under this Customer Purchase Agreement. Any claim or cause of action that Customer may have under this Customer Purchase Agreement, and that Supplier shall have against Customer, shall be exercisable solely against Supplier or Customer (as applicable) and not GTA or the State of Georgia.
 - b. Promptly following the execution of this Customer Purchase Agreement, Supplier shall return a copy of this executed Customer Purchase Agreement (including any applicable exhibits or attachments) to GTA at the address set forth below.
3. Collection of Customer Information. Customer and Supplier acknowledge and agree that from time to time, GTA may collect information in the form of Customer surveys, conduct Customer interviews, or request other information with respect to the services delivered or charges paid under this Customer Purchase Agreement.
4. Term. The term of this Customer Purchase Agreement shall begin on the CPA Effective Date and shall remain in effect until [REDACTED] (the "**CPA Term**"). Customer may extend the CPA Term upon written notice to Supplier, as long as the GTA Agreement remains in full force and effect at the time of such extension. For clarity, references to "Effective Date" in the GTA Agreement will be deemed to be the CPA Effective Date for purposes of this Customer Purchase Agreement.
5. Address for Notices and Billing. All notices, requests, or other communications (excluding invoices) hereunder shall be sent to the following addresses:

	Customer	Supplier
Entity Name		
Address Line 1		
Address Line 2		
City, State, Zip		
Contact Name		
Contact Title		
Email		

Supplier shall submit invoices detailing the Charges for the Services to Customer at the following address:

	Customer
Entity Name	
Address Line 1	
Address Line 2	
City, State, Zip	
Contact Name	
Contact Title	
Email	

6. Entire Agreement; Counterparts. This Customer Purchase Agreement (including the relevant provisions of the GTA Agreement and any Attachments hereto) constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written. Except as otherwise set forth herein, no amendment to this Customer Purchase Agreement shall be valid unless in writing and signed by both parties. Supplier and Customer may execute this CPA in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures for both Supplier and Customer 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 CPA in the presence of the other party.
7. Third-Party Beneficiary. Customer and Supplier hereby agree that GTA is an intended and express third party beneficiary of Sections 2 and 3 of this Customer Purchase Agreement and shall have the right, exercisable in its sole discretion, to enforce such terms and conditions, or to exercise any other right, or seek any other remedy, which may be available to it as a third-party beneficiary of Sections 2 and 3 of this Customer Purchase Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Agreement as of the date signed by both parties below.

[Name of Customer]

[Supplier]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Supplier to return a copy of this executed Customer Purchase Agreement, and any applicable exhibits or attachments to:

Georgia Technology AuthorityGTA Direct
Program Attention: GTA Direct
Email: gtadirect@gta.ga.gov

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

**Attachment A Scope of
Services**

[Insert any specific requirements associated with Customer's facilities, systems or data, including any specific Security Requirements with which Supplier is required to comply in performing the Services.]

EXHIBIT 3F
SERVICE LEVEL MATRIX

Ref ID	Service Levels	Initial + mos	Measurement Window	SL Type	Expected	Minimum	% of Invoice
	<u>Remote Response</u> Elapsed time from alarm receipt or Customer report of a trouble to the ConvergeOne's Voice Service Desk until electronic notification of Customer (e-mail)	(60) Service Level Ramp Period (See Below) + XX Months	Monthly	CSL	15 Minutes	90.00%	2% of Monthly Service Fees for each .25% below the Incident Response Service Level, not to exceed 5% of Monthly Service Fees
	<u>Service Request Fulfillment</u> Simple Software MAC (the number of activities per day to be supported within this SLA will be less than or equal to the included monthly volume of Simple Software MACs for the relevant billing month for which the services are provided, divided by the number of business days in the month). Definition: System administration work performed within the application software (remotely) that affects only a particular user. An example is changing a feature for a particular user. Elapsed time from ConvergeOne's receipt of a Service Request with complete information to the time the Service Request activity (MAC) is completed	(60) Service Level Ramp Period (See Below) + XX Months	Monthly	CSL	1 Business Day	95.00%	2% of Monthly Service Fees for each .25% below the Incident Response Service Level, not to exceed 5% of Monthly Service Fees

Service Level Exceptions

In addition to the Force Majeure and other provisions which excuse or mitigate ConvergeOne's obligations under the standard terms of service, ConvergeOne shall not be responsible for a failure to meet any SLAs to the extent that such failure is caused by any of the following:

- Infringements of third party proprietary rights by Customer or their third party contractors.
- Willful misconduct or violations of law by Customer or their third party contractors.
- Managed Products that reach End of Support or similar manufacturer designation will result in a Service Level exception with regard to the measurement of SLAs under the standard terms of service.
- Service reductions requested or approved by Customer and agreed to by the Parties through contract change control.
- Events or conditions outside of ConvergeOne's control, including support from Customer's third party contractors, or outages and failures requiring support from the manufacturer or other third party vendors.
- Customer's failure to permit timely access (including remote access) to the Managed Products.
- Interruptions as a result of any third party software, source code, operating system, or networking issues not caused by ConvergeOne
- Any act or omission of the Customer, its end-users or their representatives, contractors, agents, authorized invitees, successors or assigns, including, without limitation, any failure to comply with the terms and conditions of this Statement of Work
- Unavailability of required Customer personnel, including as a result of failure of Customer to provide ConvergeOne with accurate, current contact information
- Changes made by the Customer outside of the Change Management process or Change Management activity not authorized by ConvergeOne
- Changes to the Customer environment (including Customer or third party provided equipment, circuits and infrastructure), or malfunctions of products not supported under the standard terms of service or attached SOW, that have an impact on the performance of the solution
- Customer is not be able to consistently maintain ConvergeOne's minimum network performance targets; Improper or inaccurate network specifications provided by Customer; or any failure due to WAN or LAN network issue
- Failure's caused by facility issues outside of the ConvergeOne's control including but not limited to power issues, electrical wiring issues, HVAC, etc.
- Failure of third party vendors to fulfill service commitments under existing maintenance agreements or other agreements not provided by ConvergeOne
- Services or software to resolve any Incidents or Problems resulting from a third party product or causes beyond ConvergeOne's control unless specified otherwise in the applicable Ordering Document(s)
- Planned downtime or any scheduled maintenance event

Service Level Ramp Period

- With respect to Performance Credits, there will be a Ramp Period of sixty (60) days following the completion of the implementation phase which is based on receipt and acceptance of the Services Activation Notice from ConvergeOne.
- During the Ramp Period, SLAs will be monitored and measured, however, Performance Credits will not apply for a failure to meet the SLAs.
- A similar Ramp Period of sixty (60) days will also apply to new systems installed by ConvergeOne within the Customer's environment. These additions will follow the contract change control process outlined in the standard terms of service.

Service Level Claim Process

- Customer must notify ConvergeOne of any claims for Performance Credits within one (1) month after receipt of the monthly service level report by submitting a
- ConvergeOne will then promptly determine the root cause of the failure to meet the Service Level, and unless failure is excused due to a Service Level Exceptions as defined above, develop a corrective action plan, and submit plan to Customer for approval which will not be reasonably withheld
- Following Customer's written approval, ConvergeOne will implement the plan in a reasonable and agreed period of time
- If applicable, ConvergeOne will provide a Performance Credit pertaining to the Service Level failure as outlined above
- ConvergeOne will be relieved of its obligation to pay Performance Credits and will not be in breach of the Service Level where the root cause analysis (as reasonably performed by ConvergeOne) indicates the failure to meet the relevant Service Level was caused by the Customer and shall therefore be treated as Excluded Downtime

Service Level Failure

- If ConvergeOne fails to meet a Service Level and Customer is entitled to a Performance Credit, ConvergeOne will confirm the amount of the Performance Credit in writing and promptly rebate such amount within thirty (30) days after receipt of notice thereof relating to the Cloud Service or provide a refund if no future invoice is due under the Agreement
- Under no circumstances will the total Performance Credits exceed an aggregate of 5% of the Total Minimum Monthly Fee for any month or for any given contract year.
- Customer acknowledges that the Performance Credits are the sole and exclusive remedy for ConvergeOne's failure to meet specified Service Levels.

Key Measurement Matrix

Ref ID	Service Levels	Initial + mos	Measurement Window	SL Type	Expected	Minimum
N/A						

Operating Level Reports Matrix

Ref ID	Service Levels	Initial + mos	Measurement Window	SL Type
	Incident Response Report	60 Day Service Lamp Ramp	Monthly	OR
	Service Request Fulfillment Report	Period + 60 Day Service Lamp Ramp Period +	Monthly	OR

EXHIBIT 3G
SERVICE LEVEL DEFINITIONS

1.0 Critical Service Levels

Critical Service Levels are those SLA measures for which GTA Customers may become entitled to receive Service Level Credits as a result of Service Provider's failure to satisfy the associated Service Level standards.

1.1 First Service Level Measure: Incident Response

SERVICE LEVEL NAME		SECTION REFERENCE	START DATE
Incident Response		[Ref ID]	mm/dd/yyyy
SERVICE LEVEL TYPE	Critical Service Level		
METRIC DESCRIPTION	Elapsed time from alarm receipt or Customer report of a trouble to the ConvergeOne's Voice Service Desk until electronic notification of Customer (e-mail)		
METRIC INCLUSIONS and DATA SOURCES	Remote Response		
METRIC EXCLUSIONS	N/A		
HOURS OF MEASUREMENT	24 (Monthly)		
DAYS OF MEASUREMENT	365 (366)		
MINIMUM SERVICE LEVEL	90.0%		
EXPECTED SERVICE LEVEL	90.0%		
ALGORITHM	Number of requests completed within Performance Target / Total number of all requests during Measurement Interval = "Percent (%) attained"		
COLLECTION PROCESS	ConvergeOne Ticketing System		
REPORTING TOOLS	ConvergeOne Ticketing System		
RAW DATA STORAGE (ARCHIVES)	N/A		
PERFORMANCE CATEGORY	Incident Response		
METRIC REPORTING	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi Annual		

1.2 Second Service Level Measure: Service Request Fulfillment

SERVICE LEVEL NAME		SECTION REFERENCE	START DATE
Service Request Fulfillment		[Ref ID]	mm/dd/yyyy
SERVICE LEVEL TYPE	Critical Service Level		
METRIC DESCRIPTION	Elapsed time from ConvergeOne's receipt of a Service Request with complete information to the time the Service Request activity (MAC) is completed		
METRIC INCLUSIONS and DATA SOURCES	<p>Simple Software MAC (the number of activities per day to be supported within this SLA will be less than or equal to the included monthly volume of Simple Software MACs for the relevant billing month for which the services are provided, divided by the number of business days in the month).</p> <p>Definition: <u>Simple Software MAC</u>: System administration work performed within the application software (remotely) that affects only a particular user. An example is changing a feature for a particular user.</p>		
METRIC EXCLUSIONS	Any Service Request Fulfillment outside of Simple Software MAC defined above.		
HOURS OF MEASUREMENT	24 (Monthly)		
DAYS OF MEASUREMENT	365 (366)		
MINIMUM SERVICE LEVEL	95.0%		
EXPECTED SERVICE LEVEL	95.0%		
ALGORITHM	Number of requests completed within Performance Target / Total number of all requests during Measurement Interval = "Percent (%) attained"		
COLLECTION PROCESS	ConvergeOne Ticketing System		
REPORTING TOOLS	ConvergeOne Ticketing System		
RAW DATA STORAGE (ARCHIVES)	N/A		
PERFORMANCE CATEGORY	Service Request Fulfillment		
METRIC REPORTING	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi Annual		

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	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi Annual	

ConvergeOne Response:

Not applicable.

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 Level Credits as a result of Service Provider's failure and do not specify a Service Level standards.

3.1 *First Service Level Measure: Incident Response Report*

SERVICE LEVEL NAME		SECTION REFERENCE	START DATE
Incident Response Report		[Ref ID]	mm/dd/yyyy
SERVICE LEVEL TYPE	Operational Report		
METRIC DESCRIPTION	Elapsed time from alarm receipt or Customer report of a trouble to the ConvergeOne's Voice Service Desk until electronic notification of Customer (e-mail)		
METRIC INCLUSIONS and DATA SOURCES	Remote Response		
METRIC EXCLUSIONS	N/A		
HOURS OF MEASUREMENT	24 (Monthly)		
DAYS OF MEASUREMENT	365 (366)		
MINIMUM SERVICE LEVEL	90.0%		
EXPECTED SERVICE LEVEL	90.0%		
ALGORITHM	Number of requests completed within Performance Target / Total number of all requests during Measurement Interval = "Percent (%) attained"		
COLLECTION PROCESS	ConvergeOne Ticketing System		
REPORTING TOOLS	ConvergeOne Ticketing System		
RAW DATA STORAGE (ARCHIVES)	N/A		
PERFORMANCE CATEGORY	Incident Response Report		

METRIC REPORTING	<input checked="checked" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi Annual
-------------------------	--

3.2 Second Service Level Measure: Service Request Fulfillment Report

SERVICE LEVEL NAME		SECTION REFERENCE	START DATE
Service Request Fulfillment Report		[Ref ID]	mm/dd/yyyy
SERVICE LEVEL TYPE	Operational Report		
METRIC DESCRIPTION	Elapsed time from ConvergeOne's receipt of a Service Request with complete information to the time the Service Request activity (MAC) is completed		
METRIC INCLUSIONS and DATA SOURCES	<p>Simple Software MAC (the number of activities per day to be supported within this SLA will be less than or equal to the included monthly volume of Simple Software MACs for the relevant billing month for which the services are provided, divided by the number of business days in the month).</p> <p>Definition: <u>Simple Software MAC</u>: System administration work performed within the application software (remotely) that affects only a particular user. An example is changing a feature for a particular user.</p>		
METRIC EXCLUSIONS	Any Service Request Fulfillment outside of Simple Software MAC defined above.		
HOURS OF MEASUREMENT	24 (Monthly)		
DAYS OF MEASUREMENT	365 (366)		
MINIMUM SERVICE LEVEL	95.0%		
EXPECTED SERVICE LEVEL	95.0%		
ALGORITHM	Number of requests completed within Performance Target / Total number of all requests during Measurement Interval = "Percent (%) attained"		
COLLECTION PROCESS	ConvergeOne Ticketing System		
REPORTING TOOLS	ConvergeOne Ticketing System		
RAW DATA STORAGE (ARCHIVES)	N/A		
PERFORMANCE CATEGORY	Service Request Fulfillment Report		

METRIC REPORTING	<input checked="checked" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi Annual
-------------------------	--