



GTA Direct

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

Between

Georgia Technology Authority

And

AT&T Corp.

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MASTER SERVICES AGREEMENT for GTA Direct Services

PCS ID: 20220225-026

This **Master Services Agreement for GTA Direct Services** (including all exhibits hereto, this “**Master Services Agreement**” or “**MSA**”), dated as 3/14/2022 20____ (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 AT&T Corp., whose principal place of business is located at 1057 Lenox Park Blvd NE, Atlanta, GA 30319 (“**Supplier**”) (each, a “**Party**” and collectively, the “**Parties**”).

1. Background and Introduction.

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

1.1 Framework.

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

- (a) **Master Services Agreement.** This MSA sets forth terms and conditions between GTA and Supplier with respect to services that may be provided by the Supplier to Customers under the GTA Direct Program.
- (b) **Customer Purchase Agreements.** A Customer may purchase from Supplier the services described in **Exhibit 1A (Order Package (Customer Purchase Agreement, Catalog of Services, Service Levels, Pricing))** through an agreement between such Customer and Supplier under this MSA (each, a “**Customer Purchase Agreement**”). **Exhibit 1A (Order Package (Customer Purchase Agreement, Catalog of Services, Service Levels, Pricing))** may be updated or replaced by mutual written agreement of the Parties. For clarity, such changes will not impact any Customer Purchase Agreements then in effect (except to the extent the Customer and Supplier mutually agree to amend their agreement to implement any such changes).
- (c) A form of a Customer Purchase Agreement is set forth in **Exhibit 1 C (Form of Customer Purchase Agreement)**. This is a standard agreement to be proposed by Supplier and approved by GTA. Each Customer Purchase Agreement will describe the particular services being purchased by the applicable Customer from Supplier, including corresponding service levels and pricing. Supplier is required

to use only the current version of this Customer Purchase Agreement for new sales and may not supersede this agreement with other 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. Change Orders can be approved by Customer via email by the Customer sending the agreed Change Order document to Supplier with a clear statement of approval to order.
- (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 Indemnitee, and (2) Supplier will obtain the prior written approval of the Indemnitee and the Georgia Attorney General before entering into any settlement of such claim or ceasing to defend against such claim.
- (c) **Procedure Where No Notice of Election Is Delivered.** If Supplier does not deliver a Notice of Election relating to any claim within the required Notice Period or otherwise comply with its obligation to defend hereunder, the Indemnitee, represented by the Office of the Attorney General of the State of Georgia (or other arrangement allowed by law), may proceed to defend the claim in such manner as it may reasonably deem appropriate, at the cost and expense of Supplier. Supplier will promptly reimburse the Indemnitee for all applicable Losses related to such claim. In such case, the Indemnitee represented by the Attorney General of the State of Georgia (or other party as applicable) may settle any such claim without the consent of Supplier. If it is determined that Supplier failed to defend a claim for which it was liable, Supplier will not be entitled to challenge the amount of any settlement or compromise paid by the Indemnitee.
- (d) Supplier’s obligation to indemnify any Indemnitee will survive the expiration or termination of this MSA by either Party for any reason.

6.3 Infringement by GTA.

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

7. Independent Contractor; Contractor Personnel.

7.1 Independent Contractor.

In its relationships with GTA and the State of Georgia, and for all tax, liability and insurance purposes, Supplier agrees that it is an independent contractor. Supplier shall have the sole

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

7.2 Trading with State Employees.

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

7.3 Drug-Free Workplace.

- (a) Supplier represents, warrants and covenants that it has and shall maintain substance abuse policies, in each case in conformance with GTA rules and applicable laws, including O.C.G.A. § 50-24-1 et seq., and Supplier personnel shall be subject to such policies.
- (b) Supplier will obtain from any subcontractor hired to perform services for this MSA the following written certification: "As part of the subcontracting agreement with Supplier, (subcontractor's name) certifies to Supplier that a drug-free workplace will be provided for the subcontractor's employees during the performance of this agreement pursuant to paragraph seven (7) of subsection (b) of O.C.G.A. § 50-24-3." Supplier will provide GTA with a copy of each such certification as soon as practicable. Supplier may be suspended, terminated, or debarred if it is determined that Supplier has made false certification herein above or has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3.

8. Compliance with Laws.

- (a) Each Party shall perform its obligations under this MSA in accordance with all applicable federal, state and local laws, rules and regulations. Supplier shall obtain and maintain and shall cause its subcontractor to obtain and maintain all approvals, permissions, permits, professional licenses, and other documentation required to comply with all applicable laws, rules or regulations.
- (b) Supplier certifies that neither Supplier nor any of its subcontractors have been debarred, suspended or declared ineligible by any entities of the State of 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 hereinabove or has violated such certification by failure to carry out the requirements of such Executive Order or other applicable law.

11. Immigration and Security.

Supplier hereby certifies that it complies with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-90. The e-Verify Certificate form attached hereto as **Exhibit 2A (E-Verify Affidavit – Supplier)** shall be completed by Supplier and notarized, certifying 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	AT&T Corp.
47 Trinity Avenue	1057 Lenox Boulevard
Atlanta, GA 30334-9006	Atlanta, GA 30044
Attn: Contract Management	Attn: Mark P. Roberts/Sales Director
Telephone: (404) 463-2300	404-374-0200
Fax: (404) 651-5333	Mr6643@att.com
Email: Contracts@gta.ga.gov	678-319-4681

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.

[Signatures begin on next page]

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

GEORGIA TECHNOLOGY AUTHORITY


By: 
B3AA7D09247D447

Name: Chris McClendon

Title: CPO

Date: 3/4/2022

AT&T CORP.

By: 

Name: Laura Morales

Title: Contract Specialist CGI

Date: 25 Feb 2022

vk639s

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>

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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: _____

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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 (“**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 (**Exhibit 3B & 3E Statement of Work & Expanded Statement of Work**).
- 2. Separate Agreement.
 - a. As set forth in the GTA Direct [redacted] Services Agreement, dated as of [redacted], 20[redacted], by [redacted] 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) 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		

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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 Exhibits 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 to:

Georgia Technology Authority GTA
 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 the Latest Fee Payment Date. Supplier must complete and submit the form authorizing electronic payment.

Contract Number: 98000-0000005215-ATT**EXHIBIT 2A****E- VERIFY AFFIDAVIT – SUPPLIER****Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

Contractor Name: _____

Contractor Address: _____

Contract Number: _____

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:

Federal Work Authorization User Identification Number_____
Date of Contract

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

correct. Executed on _____, 202__ in __ (city), ____ (state).

Signature of Authorized Officer or Agent_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF __, 202__.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT 2B
E-VERIFY AFFIDAVIT – SUBCONTRACTOR
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor 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 under a contract with (name of contractor) on behalf of (name of public employer) 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 subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A.

§ 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub- subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

 Federal Work Authorization User Identification Number

Enter the E-Verify Number. This is NOT your FEIN number (XX-XXXXXXX). For information see <https://www.e-verify.gov/>

 Date of Authorization

 Name of Subcontractor

 Name of Project

Georgia Technology Authority

Name of Public Employer

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

_____, 20__ in _____ (city), _____ (state).

 Signature of Authorized Officer or Agent

 Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20__.

 NOTARY PUBLIC

My Commission Expires:

EXHIBIT 3A
DEFINITIONS

Terms and 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 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

Service Provider Guidelines

This Exhibits supplies specific information for the Service Provider's reference when responding to the Procurement.

Service Provider Instructions

1. Service Provider will not modify or change anything contained within this Exhibits.
2. Service Provider's response to the RFP should reflect the information contained in this Exhibits.

1.0 General Description

This Exhibits provides an overview of the Contact Center services requirements. The purpose of the document is to provide a perspective of the products, services, equipment, software and support that are included within the scope of the **Exhibit 3D Statement of Work Expanded Scope**. It is not intended that the contents be inclusive of all aspects of the environment.

EXHIBIT 3C

PRICING

Service Provider Guidelines

This Exhibits is for the Service Provider's use when responding to the RFP.

Exhibit 3C Pricing describes all the charges that GTA Customers might incur as part of using the Services described in Service Providers response to the RFP, including those services as detailed in **Exhibit 3B SOW and Solution**.

Service Provider Instructions

The Service Provider must save this file as the original filename prefixed with a Service Provider name identifier (i.e. "ABC HCC Exbit 3C Pricing"), where "ABC" is an acronym identifying the Service Provider. All files submitted by the Service Provider must use the same identifier (e.g. only use ABC, not variations such as AB, AB&C, Abc, ABnC, etc.).

The charges detailed in this **Exhibit 3C Pricing** should be further described in **Exhibit 3C Service Level Definition** as to the Services and entitlements that a GTA Customer would have for having incurred the charge.

This Exhibits shall be indicative of the Enterprise Pricing for the Services. GTA Customers may attempt to obtain better pricing based on their business needs, volumes and further competition; such pricing is contracted as part of the individual Agency Agreements.

GTA has provided example charge items in italics at the start of each form. Service Provider must respond and quote to those charge items currently listed. Service Provider may provide additional charge items, quote alternative charge items and propose optional charge items. Alternative charges and optional charges should be clearly identified as being either an alternative to the GTA examples or an optional charge GTA Customers may elect to incur.

Service Provider should use the forms in the following tabs to submit its Enterprise Pricing.

Tab Descriptions

1. Service Charges

This form is to be used to specify the enterprise and indicative pricing for recurring (monthly) charges for the Services.

2. One-Time Charges

This form is to be used to specify the enterprise and indicative pricing for one-time charges that might be incurred when implementing change within the Services.

3. Rate Card Charges

This form is to be used to specify rate card charges for professional services directly associated with the delivery of the Services. GTA expects that in most cases no professional services will be required for the use of the Services, and as such the use of these professional services should be entirely optional. Rates should be provided per hour, per week, and per month.

4. Equipment Charges

This form is to be used to specify charges for optional equipment. GTA assumes and desires a solution where all equipment, software, licenses and materials are included in the Services. However, if there is optional equipment that the Service Provider would like to highlight for GTA Customer potential use, that equipment should be identified here. Any equipment maintenance should also be identified.

5. Assumptions

This form is for the Service Provider to detail all assumptions used in pricing the Services. Service Provider will clearly annotate those assumptions which will impact the charges supplied in this RFP response.

Service Charges

Ref ID	Service Charge	Unit of Measure	Recurring Period	Charge
1	CXone Omnichannel Agent (includes digital channels)	Per Configured User	monthly	\$ 86.94
2	NICE inContact CXone Additional Configured Universal Port (Beyond 3 ports included)	Per Configured User	monthly	\$ 48.66
3	NICE inContact CXone Report Viewer (per license)	Per License	monthly	\$ 3.64
4	NICE inContact CXone Quality Management Analytics Add-on for Packages	Per Configured User	monthly	\$ 9.74
5	Cxone Messaging - Per Twitter Account/User - (Twitter)	Per Configured User	monthly	\$ 53.20
6	Cxone Messaging - Per Add'l WhatsApp Number	Per Configured User	monthly	\$ 407.41
7	CXone Audio Recording (per Configured User)	Per Configured User	monthly	\$ 5.30
8	NICE inContact CXone Chat & Email (per Configured User)	Per Configured User	monthly	\$ 6.62
9	NICE inContact CXone Chat (per Configured User)	Per Configured User	monthly	\$ 3.54
10	NICE inContact CXone Email (per Configured User)	Per Configured User	monthly	\$ 3.54
11	NICE inContact CXone FedRAMP (per Configured User)	Per Configured User	monthly	\$ 8.83
12	NICE inContact CXone ACD / IVR (per Configured Station)	Per Configured User	monthly	\$ 86.03
13	NICE inContact CXone Chat & Email (per Configured Station)	Per Configured User	monthly	\$ 8.38
14	NICE inContact CXone FedRAMP (per Configured Station)	Per Configured User	monthly	\$ 11.47
15	NICE inContact CXone Personal Connection (per Configured User)	Per Configured User	monthly	\$ 13.24
16	NICE inContact CXone Auto Attendant (per User)	Per Configured User	monthly	\$ 7.06

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17	NICE inContact CXone Auto Attendant Lite (per User)	<i>Per Configured User</i>	<i>monthly</i>	\$ 2.65
18	NICE inContact CXone Attendant Plus (per user)	<i>Per Configured User</i>	<i>monthly</i>	\$ 7.06
19	NICE inContact CXone Attendant (per user)	<i>Per Configured User</i>	<i>monthly</i>	\$ 2.65
20	NICE inContact CXone Additional Configured Universal Port (Beyond 1 port included)	<i>Per Configured</i>	<i>monthly</i>	\$ 48.66
21	NICE inContact CXone Additional Active Storage (per GB)	per GB	<i>monthly</i>	\$ 0.39
22	NICE inContact CXone Long Term Storage (per GB)	per GB	<i>monthly</i>	\$ 0.07
23	NICE inContact CXone Long Term Storage Retrieval (per GB)	per GB	<i>monthly</i>	\$ 0.90
24	NICE inContact CXone Report Viewer (per license)	per license	<i>monthly</i>	\$ 2.60
25	NICE inContact CXone Custom Storage (per Seat)	per seat	<i>monthly</i>	\$ 0.97
26	NICE inContact CXone Direct Data Access (per BU)	per BU	<i>monthly</i>	\$ 648.74
27	NICE inContact CXone Data Streams (500M messages)	per 500M messages	<i>monthly</i>	\$ 324.37
28	NICE inContact CXone Agent for Salesforce (per License)	per license	<i>monthly</i>	\$ 20.77
29	NICE inContact CXone Agent for Salesforce Integrated Softphone	per user	<i>monthly</i>	\$ -
30	NICE inContact CXone Agent for Oracle Service Cloud (Per Configured User)	<i>Per Configured User</i>	<i>monthly</i>	\$ 15.57
31	NICE inContact CXone Connector for Skype for Business (per Configured User)	<i>Per Configured User</i>	<i>monthly</i>	\$ 3.25
32	NICE inContact CXone Agent for Microsoft Dynamics (per configured user)	<i>Per Configured User</i>	<i>monthly</i>	\$ 18.17
33	NICE inContact CXone Agent for ServiceNow (per configured user)	<i>Per Configured User</i>	<i>monthly</i>	\$ 18.17
34	NICE inContact CXone Agent for Zendesk (per configured user)	<i>Per Configured User</i>	<i>monthly</i>	\$ 18.17
35	NICE inContact CXone Agent for Microsoft Teams (per Configured user)	<i>Per Configured User</i>	<i>monthly</i>	\$ 9.09
36	NICE inContact CXone MAX Integrated Softphone	<i>Per Configured User</i>	<i>monthly</i>	\$ 45.42
37	NICE inContact CXone Automated Speech Recognition (per Minute)	per minutes	<i>monthly</i>	\$ 0.04

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38	NICE inContact CXone Performance Management (per Configured User)	Per Configured User	monthly	\$ 31.14
39	NICE inContact CXone Performance Management - Gamification (per Configured User)	Per Configured User	monthly	\$ 15.57
40	NICE inContact CXone Performance Management - Coaching and Learning Management (per Configured User)	Per Configured User	monthly	\$ 15.57
41	NICE inContact CXone Performance Management - Standalone Wallboards (per Configured User)	Per Configured User	monthly	\$ 15.57
42	NICE inContact Advanced Chat for CXone (per User)	Per Configured User	monthly	\$ 9.09
43	Advanced Chat and Collaboration Bundle for CXone (per User)	Per Configured User	monthly	\$ 31.80
44	Proactive Chat & Web Analytics Upgrade for CXone (per User)	Per Configured User	monthly	\$ 13.63
45	Collaboration for CXone (per User)	Per Configured User	monthly	\$ 13.63
46	NICE inContact Screen Share & File Upload for CXone (per Account)	per account	monthly	\$ 681.17
47	NICE inContact Advanced Chat for CXone Appointment Scheduling (per Calendar)	per calendar	monthly	\$ 681.17
48	NICE inContact Advanced Chat for CXone Messaging API Access	per API	monthly	\$ 272.48
49	NICE inContact Advanced Chat for CXone Chatbot Engine	per volume	monthly	\$ 681.17
50	NICE inContact Advanced Chat for CXone Chatbot Embedded AI	per volume	monthly	\$ 681.17
51	NICE inContact Advanced Chat for CXone Chatbot Own AI	CUSTOM QUOTE	monthly	\$ -
52	CXsuccess Care Package	per BU	monthly	\$ -
53	CXsuccess Care Plus Package	per BU	monthly	\$ 1,037.98
54	CXsuccess Premier Package	per BU	monthly	\$ 3,308.55
55	CXsuccess Premier Plus Package	per BU	monthly	\$ 7,168.52
56	CXsuccess Enterprise Package	per BU	monthly	\$16,023.74
57	CXsuccess Enterprise Plus Package	per BU	monthly	\$ 32,04.48
58	CXone Digital Add-on (per Configured User)	Core	monthly	\$ 18.17
59	NICE inContact CXone Messaging - SMS Personal Connection Application Fee (Per BU)	per BU	monthly	\$ 518.99
60	NICE inContact CXone Messaging Application (per BU)	per BU	monthly	\$ 259.50
61	NICE inContact CXone Messaging Long Code [National]	per BU	monthly	\$ 103.80
62	NICE inContact CXone Messaging Long Code [US/Canada]	per BU	monthly	\$ 5.20

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63	NICE inContact CXone Messaging Short Code [US/Canada]	per BU	<i>monthly</i>	\$ 2,594.94
64	NICE inContact CXone Messaging Toll Free Long Code [US/Canada]	per BU	<i>monthly</i>	\$ 5.20
65	Long Code Inbound	Messaging Overage Rates	<i>monthly</i>	\$ 0.02
66	Toll Free Inbound	Messaging Overage Rates	<i>monthly</i>	\$ 0.02
67	Short Code Inbound	Messaging Overage Rates	<i>monthly</i>	\$ 0.02
68	Long Code Outbound	Messaging Overage Rates	<i>monthly</i>	\$ 0.02
69	Toll Free Outbound	Messaging Overage Rates	<i>monthly</i>	\$ 0.02
70	Short Code Outbound	Messaging Overage Rates	<i>monthly</i>	\$ 0.03
71	NICE inContact CXone SMS Long Code	per BU	<i>monthly</i>	\$ 207.60
72	NICE inContact CXone SMS Short Code	per BU	<i>monthly</i>	\$ 2,594.94
73	NICE inContact CXone SMS Custom Short Code	per BU	<i>monthly</i>	\$ 2,594.94
74	NICE inContact CXone Outbound SMS Application Fee (Per BU)	per BU	<i>monthly</i>	\$ 518.99
75	NICE inContact CXone Inbound SMS Application Fee (Per BU)	per BU	<i>monthly</i>	\$ 103.80
76	NICE inContact CXone SMS Toll Free Long Code	per BU	<i>monthly</i>	\$ 259.50
77	US SMS Long Code Overage Message Rates	SMS Overage Rates	<i>monthly</i>	\$ 0.02
78	US SMS Short Code Overage Message Rates	SMS Overage Rates	<i>monthly</i>	\$ 0.02
79	US SMS Toll Free Long Code Message Rates	SMS Overage Rates	<i>monthly</i>	\$ 0.02
80	US Carrier Surcharges Long Code	Carrier Charges	<i>monthly</i>	\$ -
81	US Carrier Surcharges Short Code	Carrier Charges	<i>monthly</i>	\$ -
82	US Carrier Surcharges Toll Free Long Code	Carrier Charges	<i>monthly</i>	\$ -
83	NICE inContact CXone Feedback Management Add'l Survey Response	per response	<i>monthly</i>	\$ 1.05
84	NICE inContact CXone Feedback Management VoC (per Agent)	per agent	<i>monthly</i>	\$ 20.89
85	NICE inContact CXone Feedback Management IVR Channel (per Agent)	<i>Per Configured User</i>	<i>monthly</i>	\$ -
86	NICE inContact CXone Feedback Management Email Channel (per Agent)	<i>Per Configured User</i>	<i>monthly</i>	\$ -

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87	NICE inContact CXone Feedback Management SMS Channel (per Agent)	<i>Per Configured User</i>	<i>monthly</i>	\$	-
88	NICE inContact CXone Feedback Management Chat Channel (perAgent)	<i>Per Configured User</i>	<i>monthly</i>	\$	-
89	NICE inContact CXone Feedback Management Website Intercepts Channel (per Agent)	<i>Per Configured User</i>	<i>monthly</i>	\$	-
90	NICE inContact CXone Feedback Management Add'l Power User	<i>Per Configured User</i>	<i>monthly</i>	\$	518.99
91	NICE inContact CXone Feedback Management API Connector	per BU	<i>monthly</i>	\$	726.59
92	NICE inContact CXone Feedback Management Academy and Research Access	per BU	<i>monthly</i>	\$	467.09
93	NICE inContact CXone Feedback Management SMS Gateway (per BU)	per BU	<i>monthly</i>	\$	934.19
94	NICE inContact CXone Feedback Management Speech to Text (per BU)	per BU	<i>monthly</i>	\$	1,297.48
95	NICE inContact CXone Feedback Management Text Analytics (per BU)	per BU	<i>monthly</i>	\$	882.28
96	NICE inContact CXone Feedback Management Auto Translate (per BU)	per BU	<i>monthly</i>	\$	882.28
97	NICE inContact CXone Feedback Management Add'l Speech To Text Comments (per Survey)	per survey	<i>monthly</i>	\$	0.16
98	NICE inContact CXone Feedback Management Add'l Application Language (per Language)	per language	<i>monthly</i>	\$	518.99
99	NICE inContact CXone Feedback Management Monthly Advisory Business Consulting Package	per event	<i>monthly</i>	\$	3,736.71
100	NICE inContact CXone Feedback Management Monthly Managed Service Basic Package	per event	<i>monthly</i>	\$	2,075.95
101	NICE inContact CXone Feedback Management SMS Long Code	per code	<i>monthly</i>	\$	207.60
102	NICE inContact CXone Feedback Management Short Code United States	per code	<i>monthly</i>	\$	2,439.24
103	NICE inContact CXone Feedback Management Short Code United States FTEU	per code	<i>monthly</i>	\$	2,439.24
104	NICE inContact CXone Feedback Management Per Message Rates US	per message	<i>monthly</i>	\$	0.02
105	NICE inContact CXone Outbound Email 100K	100k	<i>monthly</i>	\$	194.63
106	NICE inContact CXone Outbound Email 1.5M	1.5M	<i>monthly</i>	\$	1,167.73
107	NICE inContact CXone Interaction Analytics (per Configured User)	<i>Per Configured User</i>	<i>monthly</i>	\$	32.70
108	NICE inContact CXone Interaction Analytics - Data Ingest API	per API	<i>monthly</i>	\$	1,816.46
109	NICE inContact CXone Interaction Analytics Extended Analysis (per Bucket)	per bucket	<i>monthly</i>	\$	449.58
110	NICE inContact CXone Interaction Analytics - AutoDiscovery (per Configured User)	Non-Core	<i>monthly</i>	\$	12.72

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111	NICE inContact CXone Workforce Management (per Configured User)	<i>Per Configured User</i>	<i>monthly</i>	\$	16.23
112	NICE inContact CXone Workforce Engagement Management (per Configured User)	<i>Per Configured User</i>	<i>monthly</i>	\$	45.42
113	NICE inContact CXone Workforce Engagement Management w/QMA (per Configured User)	<i>Per Configured User</i>	<i>monthly</i>	\$	55.15
114	NICE inContact CXone Quality Management with Voice Recording (per Configured User)	<i>Per Configured User</i>	<i>monthly</i>	\$	29.20
115	NICE inContact CXone Quality Management Analytics (per Configured User)	<i>Per Configured User</i>	<i>monthly</i>	\$	38.93
116	NICE inContact CXone Screen Recording (per Configured User)	<i>Per Configured User</i>	<i>monthly</i>	\$	9.74
117	CXone Audio Recording Advanced (per Configured User)	<i>Per Configured User</i>	<i>monthly</i>	\$	16.23
118	NICE inContact CXone Workforce Management Pro SME Package	per package	<i>monthly</i>	\$	518.99
119	NICE inContact CXone Quality Management Analytics Add-on for Packages	per package	<i>monthly</i>	\$	9.74
120	NICE inContact CXone Agent for Zendesk (per Configured User)	<i>Per Configured User</i>	<i>monthly</i>	\$	27.25
121	NICE inContact Frontline Database Connector (per BU)	per BU	<i>monthly</i>	\$	454.12
122	NICE inContact Customer Dynamics Essentials Integration for CXone	per integration	<i>monthly</i>	\$	13.63
123	NICE inContact Customer Dynamics Unified Service Desk for CXone	<i>Per Configured User</i>	<i>monthly</i>	\$	27.25
124	NICE inContact Customer Dynamics Dialer Integration for CXone	<i>Per Configured User</i>	<i>monthly</i>	\$	18.17
125	NICE inContact Inbenta Chatbot for CXone (1-10,000)	per volume	<i>monthly</i>	\$	5,903.49
126	NICE inContact Inbenta Chatbot for CXone (10,001-15,000)	Inbenta	<i>monthly</i>	\$	6,357.60
127	NICE inContact Inbenta Chatbot for CXone (15,000-20,000)	per volume	<i>monthly</i>	\$	6,811.71
128	NICE inContact Inbenta Chatbot for CXone (20,001-50,000)	per volume	<i>monthly</i>	\$	11,352.85
129	NICE inContact Inbenta Chatbot for CXone (50,000-100,000)	per volume	<i>monthly</i>	\$	19,072.79
130	NICE inContact Inbenta Chatbot for CXone (100,001-200,000)	per volume	<i>monthly</i>	\$	32,696.21
131	NICE inContact Inbenta Chatbot for CXone (200,000-1M)	per volume	<i>monthly</i>	\$	65,392.41

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132	NICE inContact Inbenta Chatbot Add'l Language for CXone (1-20,000)	per volume	<i>monthly</i>	\$ 726.59
133	NICE inContact Inbenta Chatbot Add'l Language for CXone (20,001-50,000)	per volume	<i>monthly</i>	\$ 1,135.29
134	NICE inContact Inbenta Chatbot Add'l Language for CXone (50,001-100,000)	per volume	<i>monthly</i>	\$ 1,543.99
135	NICE inContact Inbenta Chatbot Add'l Language for CXone (100,001-200,000)	per volume	<i>monthly</i>	\$ 1,907.28
136	NICE inContact Inbenta Chatbot Add'l Language for CXone (200,001-1M)	per volume	<i>monthly</i>	\$ 2,270.57
137	NICE inContact Inbenta Search for CXone (1-10,000)	per volume	<i>monthly</i>	\$ 3,632.92
138	NICE inContact Inbenta Search for CXone (10,001-15,000)	per volume	<i>monthly</i>	\$ 4,087.03
139	NICE inContact Inbenta Search for CXone (15,001-20,000)	per volume	<i>monthly</i>	\$ 4,541.14
140	NICE inContact Inbenta Search for CXone (20,001-50,000)	per volume	<i>monthly</i>	\$ 7,719.94
141	NICE inContact Inbenta Search for CXone (50,001-100,000)	per volume	<i>monthly</i>	\$13,623.42
142	NICE inContact Inbenta Search for CXone (100,001-200,000)	per volume	<i>monthly</i>	\$22,705.70
143	NICE inContact Inbenta Search for CXone (200,000-1M)	per volume	<i>monthly</i>	\$45,411.40
144	NICE inContact Inbenta Search Add'l Language for CXone (1-20,000)	per volume	<i>monthly</i>	\$ 726.59
145	NICE inContact Inbenta Search Add'l Language for CXone (20,001-50,000)	per volume	<i>monthly</i>	\$ 1,135.29
146	NICE inContact Inbenta Search Add'l Language for CXone (50,001-100,000)	per volume	<i>monthly</i>	\$ 1,543.99
147	NICE inContact Inbenta Search Add'l Language for CXone (100,001-200,000)	per volume	<i>monthly</i>	\$ 1,907.28
148	NICE inContact Inbenta Search Add'l Language for CXone (200,001-1M)	per volume	<i>monthly</i>	\$ 2,270.57
149	NICE inContact Inbenta Knowledge Mgt for CXone (1-10,000)	per volume	<i>monthly</i>	\$ 4,995.26
150	NICE inContact Inbenta Knowledge Mgt for CXone (10,001-15,000)	per volume	<i>monthly</i>	\$ 5,449.37
151	NICE inContact Inbenta Knowledge Mgt for CXone (15,001-20,000)	per volume	<i>monthly</i>	\$ 5,903.49
152	NICE inContact Inbenta Knowledge Mgt for CXone (20,001-50,000)	per volume	<i>monthly</i>	\$ 9,536.40
153	NICE inContact Inbenta Knowledge Mgt for CXone (50,001-100,000)	per volume	<i>monthly</i>	\$16,348.10
154	NICE inContact Inbenta Knowledge Mgt for CXone (100,001-200,000)	per volume	<i>monthly</i>	\$27,246.84
155	NICE inContact Inbenta Knowledge Mgt for CXone (200,001-1M)	per volume	<i>monthly</i>	\$54,493.67

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156	NICE inContact Inbenta Knowledge Mgt Add'l Language for CXone (1-20,000)	per volume	monthly	\$ 726.59
157	NICE inContact Inbenta Knowledge Mgt Add'l Language for CXone (20,001-50,000)	per volume	monthly	\$ 1,135.29
158	NICE inContact Inbenta Knowledge Mgt Add'l Language for CXone (50,001-100,000)	per volume	monthly	\$ 1,543.99
159	NICE inContact Inbenta Knowledge Mgt Add'l Language for CXone (100,001-200,000)	per volume	monthly	\$ 1,907.28
160	NICE inContact Inbenta Knowledge Mgt Add'l Language for CXone (200,001-1M)	per volume	monthly	\$ 2,270.57
161	NICE inContact Lightico Additional Per Session	per volume	monthly	\$ 3.64
162	NICE inContact Lightico - up to 750 sessions	per volume	monthly	\$ 2,724.69
163	NICE inContact Lightico - up to 1,500 sessions	per volume	monthly	\$ 4,768.20
164	NICE inContact Lightico - up to 3,000 sessions	per volume	monthly	\$ 8,174.06
165	NICE inContact Lightico - up to 5,000 sessions	per volume	monthly	\$11,352.85
166	NICE inContact Lightico - up to 8,000 sessions	per volume	monthly	\$14,531.65
167	NICE inContact Lightico - 8,000+ sessions	CUSTOM QUOTE	monthly	\$ -
168	NICE inContact Lightico IDV Additional Per Session	per volume	monthly	\$ 9.99
169	NICE inContact Lightico IDV Interaction - up to 750 sessions	per volume	monthly	\$ 6,811.71
170	NICE inContact Lightico IDV Interaction - up to 1,500 sessions	per volume	monthly	\$11,806.96
171	NICE inContact Lightico IDV Interaction- up to 3,000 sessions	per volume	monthly	\$19,526.91
172	NICE inContact Lightico IDV Interaction- up to 5,000 sessions	per volume	monthly	\$25,884.50
173	NICE inContact Lightico IDV Interaction- up to 8,000 sessions	per volume	monthly	\$31,106.81
174	NICE inContact SmartAction Virtual Agent for IVR Self-Service	per volume	monthly	\$ 0.33
175	NICE inContact SmartAction Virtual Agent for IVR Routing	per volume	monthly	\$ 0.17
176	NICE inContact Omilia for CXone Routing (Text-based Channels)	per volume	monthly	\$ 0.08
177	NICE inContact Omilia for CXone Routing (per Routed Call)	per volume	monthly	\$ 0.08
178	NICE inContact Omilia for CXone Routing (per Self Serve Call)	per volume	monthly	\$ 0.42
179	NICE inContact Omilia for Conversational Voice	per volume	monthly	\$ 0.06
180	NICE inContact Omilia IVR Voice Biometrics	per volume	monthly	\$ 0.02
181	NICE inContact Omilia IVR Voice Biometrics Enrollment (per enrollment)	per volume	monthly	0.18
182	NICE inContact Textel (Up to 5,000 Messages)	per volume	monthly	\$ 449.58
183	NICE inContact Textel (Up to 10,000 Messages)	per volume	monthly	\$ 817.41
184	NICE inContact Textel (Up to 25,000 Messages)	per volume	monthly	\$ 1,839.17

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185	NICE inContact Textel (Up to 50,000 Messages)	per volume	<i>monthly</i>	\$ 3,269.63
186	NICE inContact Textel (Up to 100,000 Messages)	per volume	<i>monthly</i>	\$ 4,087.03
187	NICE inContact Textel (Up to 250,000 Messages)	per volume	<i>monthly</i>	\$ 8,991.46
188	NICE inContact Textel (Up to 500,000 Messages)	per volume	<i>monthly</i>	\$16,348.10
189	NICE inContact Textel (500,000+ Messages) Custom	per volume	<i>monthly</i>	-
190	NICE inContact Textel - Additional Line	per volume	<i>monthly</i>	\$ 9.09
191	NICE inContact Textel - Short Code Per Message	per message	<i>monthly</i>	\$ 0.09
192	NICE inContact Textel - Short Code Monthly	monthly	<i>monthly</i>	\$ 3,360.45
193	NICE inContact CallVU Monthly Success Package (per BU)	per bu	<i>monthly</i>	\$ 1,362.35
194	NICE inContact CallVU Basic: Collaboration + eForms + Digital Form Builder (per session)	per session	<i>monthly</i>	\$ 2.28
195	NICE inContact CallVU Advanced: Collaboration + eForms + Digital Form Builder + Video Chat (per session)	per session	<i>monthly</i>	\$ 2.73
196	NICE inContact CallVU Visual IVR (per session)	per session	<i>monthly</i>	\$ 0.51
197	NICE inContact CallVU Visual IVR Survey (per survey)	per survey	<i>monthly</i>	\$ 0.91
198	NICE inContact LanguageLine Phone Interpreting (per minute)	per minute	<i>monthly</i>	\$ 4.55
199	NICE inContact LanguageLine Video Interpreting - All Other Languages (per minute)	per minute	<i>monthly</i>	\$ 4.55
200	NICE inContact LanguageLine Video Interpreting - American Sign Language (per minute)	per minute	<i>monthly</i>	\$ 6.37
201	NICE inContact LanguageLine Video Interpreting - Spanish Language Support (per minute)	per minute	<i>monthly</i>	\$ 4.55
202	NICE inContact Surfly Business Package (per configured agent)	<i>Per Configured User</i>	<i>monthly</i>	\$ 13.63
203	NICE inContact Surfly Advanced Package (per configured agent)	<i>Per Configured User</i>	<i>monthly</i>	\$ 28.16
204	NICE inContact Surfly Advanced Video Chat Overage Rate (per minute)	per minute	<i>monthly</i>	\$ 0.02
205	NICE inContact Surfly SSL Certificate (per BU)	per BU	<i>monthly</i>	\$ 386.00
206	TernioSwitch (per configured user)	<i>Per Configured User</i>	<i>monthly</i>	\$ 27.25
207	TernioSwitch Salesforce Click to Dial (per configured user)	<i>Per Configured User</i>	<i>monthly</i>	\$ 9.09
210	IP SEC Tunnel	Per VPN	<i>monthly</i>	\$ 64.88
211	Cloud Connect IP Flex Bundle Per Configured User	per configured user	<i>monthly</i>	\$ 5.83
212	Cloud Connect IP Flex Bundle Per Configured Universal Port.	per configured user	<i>monthly</i>	\$ 3.06

One-Time Charges

Ref ID	Service Charge	Unit of Measure	Recurring Period	Charge
1	CXone Omnichannel Agent Implementation	Impl	one-time	\$ 3,113.95
2	Cxone Messaging Facebook Implementation	Impl	one-time	\$ 648.83
3	Cxone Messaging Twitter Implementation	Impl	one-time	\$ 648.83
4	Cxone Messaging Instagram Implementation	Impl	one-time	\$ 648.83
5	Cxone Messaging Line Implementation	Impl	one-time	\$ 648.83
6	Cxone Messaging LinkedIn Implementation	Impl	one-time	\$ 648.83
7	Cxone Messaging Telegram Implementation	Impl	one-time	\$ 648.83
8	Cxone Messaging Apple Apps Review Implementation	Impl	one-time	\$ 648.83
9	Cxone Messaging Google Places Implementation	Impl	one-time	\$ 648.83
10	Cxone Messaging Google Play Implementation	Impl	one-time	\$ 648.83
11	Cxone Messaging YouTube Implementation	Impl	one-time	\$ 648.83
12	Cxone Messaging BYOC Implementation	Impl	one-time	\$ 648.83
13	Cxone Messaging WhatsApp Implementation	Impl	one-time	\$ 987.08
14	Cxone Messaging Apple Business Chat Implementation	Impl	one-time	\$ 987.08
15	CXone Messaging Digital First Chat Implementation	Impl	one-time	\$ 1,453.45
16	CXone Messaging Digital First Email Implementation	Impl	one-time	\$ 1,453.45
17	NICE inContact CXone Workgroup - Professional Services Implementation	Impl.	one-time	\$ 6,227.90
18	NICE inContact CXone Workgroup Plus Professional Services Implementation	Impl.	one-time	\$ 15,569.75
19	NICE inContact CXone Corporate - Professional Services Implementation	Impl.	one-time	\$ 23,354.63
20	NICE inContact CXone Corporate Plus Professional Services Implementation	Impl.	one-time	\$ 58,387.08
21	NICE inContact CXone Enterprise - Professional Services Implementation	Impl.	one-time	\$ 68,117.40
22	NICE inContact CXone Enterprise Plus - Professional Services Implementation	Impl.	one-time	\$ 153,750.00
23	Additional Seat (per seat ordered beond quantity included in base implementation package)	Impl. Add-on	one-time	\$ 130.18

24	NICE inContact CXone Enterprise Advanced - Professional Services Implementation	Impl.	one-time	\$ 317,880.18
25	NICE inContact CXone Enterprise Elite - Professional Services Implementation	Impl.	one-time	\$ 544,937.15
26	NICE inContact CXone Enterprise Global - Professional Services Implementation	Impl.	one-time	\$ 908,227.90
27	NICE inContact CXone Custom Storage Setup	Impl.	one-time	\$ 519.68
28	NICE inContact CXone CRM Integration	Impl. Add-on	one-time	\$ 3,892.95
29	NICE inContact CXone CRM Driven ScreenPOP/Call Routing Implementation	Impl. Add-on	one-time	\$ 5,839.43
30	NICE inContact CXone 25 Menu Options DTMF Navigation	Impl. Add-on	one-time	\$ 1,556.98
31	NICE inContact CXone Chat & Email Implementation	Impl. Add-on	one-time	\$ 2,076.65
32	NICE inContact CXone Chat Implementation	Impl. Add-on	one-time	\$ 779.00
33	NICE inContact CXone Email Implementation	Impl. Add-on	one-time	\$ 779.00
34	NICE inContact CXone Named Agent Routing Implementation	Impl. Add-on	one-time	\$ 5,839.43
35	NICE inContact CXone 50 Point of Contact Based Routing	Impl. Add-on	one-time	\$ 779.00
36	NICE inContact CXone Automated Speech Recognition Implementation	Impl. Add-on	one-time	\$ 5,190.60
37	NICE inContact CXone Agent Scripting Quickstart Implementation	Impl. Add-on	one-time	\$ 2,335.98
38	NICE inContact CXone Agent Scripting Implementation	Impl. Add-on	one-time	\$ 5,839.43
39	NICE inContact CXone Personal Connection Implementation	Impl.	one-time	\$ 2,335.98
40	NICE inContact CXone Personal Connection - ProActive XS Integration	Impl. Add-on	one-time	\$ 5,839.43
41	NICE inContact CXone Personal Connection Add'l Skill/Campaign	Impl. Add-on	one-time	\$ 1,038.33
42	NICE inContact CXone Personal Connection Add'l Custom Script	Impl. Add-on	one-time	\$ 1,038.33
43	NICE inContact CXone Outbound Email Campaign Implementation	Impl. Add-on	one-time	\$ 779.00
44	NICE inContact CXone Direct Data Access Implementation	Impl.	one-time	\$ 2,595.30
45	NICE inContact CXone Auto Attendant Implementation	Impl.	one-time	\$ 4,670.93
46	NICE inContact CXone Attendant - Implementation	Impl.	one-time	\$ 4,670.93
47	NICE inContact CXone Work Item Routing	Impl. Add-on	one-time	\$ 7,784.88

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48	NICE inContact CXone Premium Self-Service IVR Implementation	IVR Impl.	one-time	\$	7,266.23
49	NICE inContact CXone IVR Quickstart Implementation	IVR Impl.	one-time	\$	4,670.93
50	NICE inContact CXone IVR Quickstart Plus Implementation	IVR Impl.	one-time	\$	5,839.43
51	CXone Messaging Proactive Chat and Email Advanced Implementation	Impl.	one-time	\$	2,906.90
52	Cxone Messaging Implementation (per channel)	Impl.	one-time	\$	648.83
53	Cxone Messaging Advanced Implementation (per channel)	Impl.	one-time	\$	987.08
54	NICE inContact CXone Messaging Application Implementation	Impl.	one-time	\$	1,556.98
55	NICE inContact CXone Messaging Short Code [US/Canada] Setup	Setup Fee	one-time	\$	2,595.30
56	NICE inContact CXone Messaging Long Code - SETUP	Setup Fee	one-time	\$	6.15
57	NICE inContact CXone Messaging Long Code [National] - SETUP	Setup Fee	one-time	\$	104.55
58	NICE inContact CXone Messaging Toll Free - SETUP	Setup Fee	one-time	\$	6.15
59	NICE inContact CXone Messaging - SMS Personal Connection Application Fee (Per BU) - SETUP	Impl.	one-time	\$	519.68
60	NICE inContact CXone Messaging - SMS Personal Connection Campaign Implementation	Impl.	one-time	\$	1,297.65
61	NICE inContact CRM Integration Implementation (per Integration)	Impl.	one-time	\$	5,449.93
62	NICE inContact CRM Integration for CXone PS Hours	Impl. Add-on	one-time	\$	227.55
63	NICE inContact CXone Performance Management - Standard ACD Integration	Impl.	one-time	\$	7,784.88
64	NICE inContact CXone Performance Management - CRM Integration	Impl.	one-time	\$	5,839.43
65	NICE inContact CXone Performance Management - Professional Service Hourly	Impl. Add-on	one-time	\$	227.55
66	NICE inContact CXone Performance Management - Onsite Training (per Day)	Impl. Add-on	one-time	\$	2,271.40
67	NICE inContact CXone Performance Management - Non-CXone Direct DB Integration	Impl. Add-on	one-time	\$	6,812.15
68	NICE inContact CXone Performance Management - CXone Digital Integration	Impl. Add-on	one-time	\$	3,684.88
69	NICE inContact CXone Performance Management - CXone QM Integration	Impl. Add-on	one-time	\$	3,684.88

70	NICE inContact CXone Corporate Onboarding Package	Impl. Add-on	one-time	\$	15,569.75
71	NICE inContact CXone Enterprise Onboarding Package	Impl. Add-on	one-time	\$	25,949.93
72	NICE inContact CXone Enterprise Plus Onboarding Package	Impl. Add-on	one-time	\$	36,330.10
73	NICE inContact CXone Onboarding Onsite Day	Impl. Add-on	one-time	\$	2,595.30
74	NICE inContact CXone PS Onsite Day	Impl. Add-on	one-time	\$	2,283.70
75	NICE inContact CXone TAM Onsite Assistance (per Day)	Impl. Add-on	one-time	\$	2,595.30
76	Professional Services Hours (per hour)	PS	one-time	\$	260.35
77	Professional Services On-Demand (per 15-minute block)	PS	one-time	\$	77.90
78	NICE inContact CXone Dedicated Project Manager- Hourly Rate	Impl. Add-on	one-time	\$	260.35
79	NICE inContact CXone Dedicated Implementation Manager - Hourly Rate	Impl. Add-on	one-time	\$	260.35
80	Travel and Expense (T&E)	CUSTOM QUOTE	one-time	\$	-
81	NICE inContact CXone ACD Training: Core	Training	one-time	\$	6,747.58
82	NICE inContact CXone ACD Training: Core plus Workforce Intelligence	Training	one-time	\$	10,380.18
83	NICE inContact CXone ACD Training: Central Administration	Training	one-time	\$	1,297.65
84	NICE inContact CXone ACD Training: Agent	Training	one-time	\$	1,297.65
85	NICE inContact CXone ACD Training: Agent & Supervisor	Training	one-time	\$	1,297.65
86	NICE inContact CXone ACD Training: Reporting	Training	one-time	\$	2,076.65
87	NICE inContact CXone ACD Training: Workforce Intelligence	Training	one-time	\$	1,297.65
88	NICE inContact CXone ACD Training: Auto Attendant	Training	one-time	\$	1,297.65
89	NICE inContact CXone Attendant - Training	Training	one-time	\$	1,297.65
90	NICE inContact CXone Personal Connection Training: Whole Course	Training	one-time	\$	6,747.58
91	NICE inContact CXone Personal Connection Training: Fundamentals	Training	one-time	\$	1,297.65
92	NICE inContact CXone Personal Connection Training: Complex Configuration	Training	one-time	\$	1,297.65
93	NICE inContact CXone Scripting Training: IVR Development - Private	Training	one-time	\$	6,747.58
94	NICE inContact CXone Scripting Training: IVR Development - Public (per Attendee)	Training	one-time	\$	2,595.30

95	NICE inContact CXone Scripting Training: Web Integrations	Training	one-time	\$	6,747.58
96	NICE inContact CXone Scripting Training: Outbound & Proactive XS	Training	one-time	\$	6,747.58
97	NICE inContact CXone Scripting Training: IVR Development with Multimedia	Training	one-time	\$	10,380.18
98	NICE inContact CXone Workforce Management Training	Training	one-time	\$	6,747.58
99	NICE inContact CXone Quality Management Training	Training	one-time	\$	6,747.58
100	NICE inContact CXone Interaction Analytics - Training	Training	one-time	\$	6,747.58
101	NICE inContact CXone Quality Management Analytics Training	Training	one-time	\$	8,045.23
102	NICE inContact CXone Quality Management Analytics Add-on Training	Training	one-time	\$	1,297.65
103	NICE inContact CXone Interaction Analytics - Professional Services - Customer Success Program	Training	one-time	\$	5,709.25
104	NICE inContact Omilia for CXone Training App Dev Basic - Remote	Training	one-time	\$	4,670.93
105	NICE inContact Omilia for CXone Training NLU Dev Basic - Remote	Training	one-time	\$	2,595.30
106	NICE inContact Omilia for CXone Training API Dev Basic - Remote	Training	one-time	\$	4,670.93
107	NICE inContact Omilia for CXone Training 360 Delivery Overview - Remote	Training	one-time	\$	3,633.63
108	NICE inContact CXone SMS Long Code - SETUP	Setup fee	one-time	\$	311.60
109	NICE inContact CXone SMS Short Code - SETUP	Setup fee	one-time	\$	2,595.30
110	NICE inContact CXone Outbound SMS Application Fee (Per BU) - SETUP	Setup fee	one-time	\$	519.68
111	NICE inContact CXone Inbound SMS Application Fee (Per BU) - SETUP	Setup fee	one-time	\$	519.68
112	NICE inContact CXone SMS Toll Free Long Code - SETUP	Setup fee	one-time	\$	311.60
113	NICE inContact CXone Outbound SMS Campaign Implementation	Impl.	one-time	\$	1,297.65
114	NICE inContact CXone Inbound SMS Implementation	Impl.	one-time	\$	1,556.98
115	NICE inContact CXone Feedback Management - Basic VoC - Implementation (Includes 1 Channel + 1 Survey)	Impl.	one-time	\$	5,190.60
116	NICE inContact CXone Feedback Management VoC Implementation (Includes 1 Channel + 1 Survey)	Impl.	one-time	\$	10,380.18

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117	NICE inContact CXone Feedback Management Add'l Channel Build (Includes 1 survey build)	Impl. Add-on	one-time	\$	4,152.28
118	NICE inContact CXone Feedback Management Add'l Survey Build	Impl. Add-on	one-time	\$	2,595.30
119	NICE inContact CXone Feedback Management Historical Data Import / Migration	Impl.	one-time	\$	5,190.60
120	NICE inContact CXone Feedback Management API Connector Implementation	Impl.	one-time	\$	2,854.63
121	NICE inContact CXone Feedback Management Speech to Text Implementation	Impl.	one-time	\$	2,076.65
122	NICE inContact CXone Feedback Management Automated Text Analytics Tag Management Implementation	Impl. Add-on	one-time	\$,422.03
123	NICE inContact CXone Feedback Management Revenue & Profitability Analysis	Impl. Add-on	one-time	\$	9,063.88
124	NICE inContact CXone Feedback Management Key Driver Scenario Analysis	Impl. Add-on	one-time	\$	6,608.08
125	NICE inContact CXone Feedback Management Managed Services per Hour	Impl. Add-on	one-time	\$	260.35
126	NICE inContact CXone Feedback Management NPS Online Certification	Impl. Add-on	one-time	\$	4,152.28
127	NICE inContact CXone Feedback Management NPS Onsite Certification	Impl. Add-on	one-time	\$	1,519.68
128	NICE inContact CXone Feedback Management Advanced Business Consulting per Hour	Per Hour	one-time	\$	467.40
129	NICE inContact CXone Feedback Management SMS Long Code Setup	Setup fee	one-time	\$	519.68
130	NICE inContact CXone Feedback Management Short Code United States - SETUP	Setup fee	one-time	\$	3,664.38
131	NICE inContact CXone Feedback Management Short Code United States FTEU - SETUP	Setup fee	one-time	\$	7,328.75
132	NICE inContact CXone Interaction Analytics - Implementation	Impl.	one-time	\$,271.40
133	NICE inContact CXone Workforce Management Implementation	Impl.	one-time	\$,784.88
134	NICE Workforce Engagement (WEM) Integrated Advanced Implementation	Impl	one-time	\$	3,494.13
135	NICE inContact CXone Quality Management with Voice Recording Implementation	Impl.	one-time	\$	7,266.23

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136	NICE inContact CXone Screen Recording Implementation	Impl.	one-time	\$	4,152.28
137	NICE inContact CXone Audio Recording Implementation	Impl.	one-time	\$	3,113.95
138	NICE inContact CXone Quality Management Analytics Implementation	Impl.	one-time	\$	8,823.20
139	NICE inContact CXone Quality Management Analytics Add-on Implementation	Impl. Add-on	one-time	\$	1,556.98
140	NICE inContact CXone 3rd Party WFM CDR Integration	Impl. Add-on	one-time	\$	2,595.30
141	NICE inContact CXone Export Report Activity Detail	Impl.	one-time	\$	1,817.33
142	NICE inContact CXone Export Report Activity Summary	Impl.	one-time	\$	1,17.33
143	NICE inContact CXone Export Report Adherence Detail	Impl.	one-time	\$	1,817.33
144	NICE inContact CXone Export Report Adherence Summary	Impl.	one-time	\$	1,817.33
145	NICE inContact CXone Export Report CT Active Forecast	Impl.	one-time	\$	1,817.33
146	NICE inContact CXone Export Report CT Results	Impl.	one-time	\$	1,817.33
147	NICE inContact CXone Export Report CT Short-term Forecast	Impl.	one-time	\$	1,817.33
148	NICE inContact CXone Export Report MU Forecast	Impl.	one-time	\$	1,817.33
149	NICE inContact CXone Export Report MU Results	Impl.	one-time	\$	1,817.33
150	NICE inContact CXone Export Report Schedule Detail	Impl.	one-time	\$	1,817.33
151	NICE inContact CXone Export Report Schedule Summary	Impl.	one-time	\$	1,817.33
152	NICE inContact CXone Export Report Vacation Summary	Impl.	one-time	\$	1,817.33
153	NICE InContact CXone Export Report Agent Information	Impl.	one-time	\$	1,817.33
154	NICE InContact CXone Export Report Export Agent	Impl.	one-time	\$	1,817.33
155	NICE inContact CXone Customized Call Handling	Impl. Add-on	one-time	\$	260.35
156	NICE inContact Advanced & Proactive Chat for CXone With Design Implementation	Impl.	one-time	\$	12,455.80
157	NICE inContact Advanced Chat for CXone Appointment Scheduling Implementation	Impl.	one-time	\$	14,532.45
158	NICE inContact Advanced Chat for CXone Chatbot Implementation	Custom Quote	one-time	\$	-

159	NICE inContact Advanced Chat for CXone Messaging API Integration	Custom Quote	one-time	\$	-
160	NICE inContact Advanced Chat for CXone Consulting Small (Monthly)	Impl.	one-time	\$	1,038.33
161	Advanced Chat for CXone Implementation	Impl.	one-time	\$	4,152.28
162	Advanced Chat for CXone Chatbot Workflow Implementation	Impl.	one-time	\$	14,532.45
163	Advanced Chat for CXone Chatbot Add'l Workflow Implementation	Impl.	one-time	\$	10,380.18
164	Collaboration for CXone Implementation	Impl.	one-time	\$	3,113.95
165	Agent for Zendesk Implementation	Impl.	one-time	\$	2,076.65
166	NICE inContact Frontline Services CXone Zendesk Agent Console-Implementation for Routing	Impl.	one-time	\$	13,494.13
167	NICE inContact Frontline Database Connector Implementation	Impl.	one-time	\$	2,595.30
168	NICE inContact Frontline PS Hourly Rate	Impl.	one-time	\$	260.35
169	NICE inContact Customer Dynamics for CXone PS Hours	Impl.	one-time	\$	260.35
170	NICE inContact Customer Dynamics for CXone Onsite (per Day)	Impl.	one-time	\$	3,113.95
171	NICE inContact Customer Dynamics Essentials Integration for CXone Team Implementation	Impl.	one-time	\$	7,784.88
172	NICE inContact Customer Dynamics Essentials Integration for CXone Professional Implementation	Impl.	one-time	\$	20,760.35
173	NICE inContact Customer Dynamics Essentials Integration for CXone Enterprise Implementation	Impl.	one-time	\$	46,709.25
174	NICE inContact Customer Dynamics Unified Service Desk for CXone Team Implementation	Impl.	one-time	\$	15,569.75
175	NICE inContact Customer Dynamics Unified Service Desk for CXone Professional Implementation	Impl.	one-time	\$	36,330.10
176	NICE inContact Customer Dynamics Unified Service Desk for CXone Enterprise Implementation	Impl.	one-time	\$	72,659.18
177	NICE inContact Customer Dynamics Dialer Integration for CXone Team Implementation	Impl.	one-time	\$	15,569.75
178	NICE inContact Customer Dynamics Dialer Integration for CXone Professional Implementation	Impl.	one-time	\$	36,330.10

179	NICE inContact Customer Dynamics Dialer Integration for CXone Enterprise Implementation	Impl.	one-time	\$	72,659.18
180	NICE inContact Customer Dynamics Unified Service Desk for CXone Training	Impl.	one-time	\$	7,784.88
181	NICE inContact Lightico for CXone PS Hours	Impl.	one-time	\$	260.35
182	NICE inContact Lightico Starter Implementation	Impl.	one-time	\$	6,227.90
183	NICE inContact Lightico Advanced Implementation	Impl.	one-time	\$	12,455.80
184	NICE inContact Lightico Enterprise Implementation	Impl.	one-time	\$	18,683.70
185	NICE inContact SmartAction Professional Services Hours	Impl.	one-time	\$	260.35
186	NICE inContact SmartAction Virtual Agent Implementation Package Per Application	Impl.	one-time	\$	124,556.98
187	NICE inContact Omilia for CXone PS Hours	Impl.	one-time	\$	260.35
188	NICE inContact Inbenta for CXone PS Hours	Impl.	one-time	\$	260.35
189	NICE inContact Inbenta Chatbot for CXone Implementation	Impl.	one-time	\$	20,760.35
190	NICE inContact Inbenta Search for CXone Implementation	Impl.	one-time	\$	20,760.35
191	NICE inContact Inbenta Knowledge Mgt for CXone Implementation	Impl.	one-time	\$	20,760.35
192	NICE inContact Inbenta for CXone Implementation (Up to 20,000)	Impl.	one-time	\$	16,608.08
193	NICE inContact Textel - Hourly PS Rate	Impl.	one-time	\$	260.35
194	NICE inContact Textel - Short Code Set Up Fee	Impl.	one-time	\$	4,152.28
195	NICE inContact Textel - Implementation (50,000 Messages and Up)	Impl.	one-time	\$	2,595.30
196	NICE inContact Textel - Implementation (up to 25,000 Messages)	Impl.	one-time	\$	934.80
197	NICE inContact CallVU Professional Services (per hour)	Impl.	one-time	\$	260.35
198	NICE inContact CallVU Advanced Analytics Implementation	Impl.	one-time	\$	18,683.70
199	NICE inContact Surflyn Professional Services Hourly Rate	Impl.	one-time	\$	311.60
200	NICE inContact Surflyn Business Package Implementation	Impl.	one-time	\$	2,283.70
201	NICE inContact Surflyn Advanced Package Implementation	Impl.	one-time	\$	4,360.35
202	TernioSwitch Implementation	Impl.	one-time	\$	4,411.60

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203	TernioSwitch Salesforce Click to Dial Implementation	Impl.	one-time	\$	4,11.60
204	TernioSwitch Professional Services Hours	Impl.	one-time	\$	260.35
205	IP SEC Set Up	Impl.	one-time	\$	519.68

Rate Card Charges

Ref ID	Rate Card Charge	Charge per hour	Charge per week	Charge per month
1	NICE inContact CXone Performance Management - Professional Service Hourly	\$ 227.55	\$ 9,102	\$ 39,441
2	NICE inContact CXone Dedicated Project Manager- Hourly Rate	\$ 260.35	\$ 10,414	\$ 45,126
3	NICE inContact CXone Dedicated Implementation Manager - Hourly Rate	\$ 260.35	\$ 10,414	\$ 45,126
4	NICE inContact Frontline PS Hourly Rate	\$ 260.35	\$ 10,414	\$ 45,126
5	NICE inContact Customer Dynamics for CXone PS Hours	\$ 260.35	\$ 10,414	\$ 45,126
6	Training - see "2- One Time Charges" tab			

Equipment Charges

Ref ID	Service Charge	Unit of Measure	Price	Maintenance	Maintenance Period
1	VoIP Adapter (IAD)	each			monthly
2	VoIP Hard Phone	each			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	N	Soft phone is proposed
2		
3		
4		
5		

EXHIBIT 3D
STATEMENT OF WORK EXPLAINED SCOPE

Service Provider Guidelines

This Exhibit supplies specific information for the Service Provider's reference when responding to the Procurement.

Service Provider Instructions

1. Service Provider will not modify or change anything contained within this Exhibits.
2. Service Provider's response to the RFP should reflect the information contained in this Exhibits.

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 **Exhibit 3D (Statement of Work Expanded)**.

- 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.

- 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		

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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:

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Georgia Technology AuthorityGTA
Direct Program Attention: GTA Direct
Email: gtadirect@gtga.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.

EXHIBIT 3F

SERVICE LEVEL MATRIX

Service Provider Guidelines

This Attachment is for the Service Provider's use when responding to the RFP.

Exhibit 3F SL Matrix describes the Service Levels that Service Provider reports against as part of providing the Services described in Service Providers response to the RFP, including those services as detailed in **Exhibit 3B SOW**.

Service Provider Instructions

The Service Provider must save this file as the original filename prefixed with a Service Provider name identifier (i.e. "ABC HCC Att 3-A SL Matrix"), where "ABC" is an acronym identifying the Service Provider. All files submitted by the Service Provider must use the same identifier (e.g. only use ABC, not variations such as AB, AB&C, Abc, ABnC, etc.).

The charges detailed in this **Exhibit 3F SL Matrix** should be further described in **Exhibit 3G SL Definitions-Tools-Methods** as to the tools, processes and other methods Service Provider uses to collect and measure the Service Levels.

This Attachment shall define the Enterprise Service Levels for the Services. GTA Customers may attempt to obtain additional Service Levels for their business needs; such Service Levels are contracted as part of the individual Agency Participating Agreement.

Service Provider should use the forms in the following tabs to submit the Enterprise Service Levels that support the Services as proposed and described in **Exhibit 3G Service Level Definitions**.

Tab Descriptions

Introduction

This tab provides information for the Service Provider's response and describes the fields to be completed in the tabs below. Nothing should be added or changed on this tab.

1. Critical Service Levels

This form is to be used to specify the Enterprise Critical Service Levels, for which a GTA Customer may become entitled to receive Service Level Credits as a result of Service Provider's failure to satisfy the associated Service Level standards.

2. Key Measures

This form is to be used to specify the Enterprise Key Measures, for which GTA Customer 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.

3. Operational Reports

This form is to be used to specify the Operational Reports that provide measures on the enterprise environment and 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.

Introduction

This **Exhibit 3F** to the Agreement sets forth the following fields for the definitions of Service Level measures as described herein:

Ref ID	Provides a unique identifier for each Service Level measure. This also corresponds with the description in <u>Exhibit 3G SL Definitions</u> .
Service Level Name	Provides a unique name or short description of the Service Level measure.
Initial + mos	Defines when the Service Provider is obligated for providing the Service Level measure, based on the initial Agency Participating Agreement plus some number of months.
Measurement Period	Defines how often the Service Level measure is computed and reported to the GTA Customer; most often "monthly".
SL Type	Identifies the type of Service Level measure; one of CSL, KM or OR, for Critical Service Level, Key Measure, or Operational Report.
Expected	A numeric measurement of the service level standard that Service Provider is expected to achieve for each measurement period.
Minimum	A numeric measurement of the service level standard that Service Provider shall obtain or incur an automatic default.
% of Invoice	The percentage of the monthly GTA Customer invoice that a default in the Service Level measure will provide as a credit to the GTA Customer.

Critical Service Level Matrix

Ref ID	Service Levels	Initial + mos	Measurement Window	SL Type	Expected	Minimum	% of Invoice
CX-1B	Contact Delivery	1 (from Installation Date of Each Contact Center)	Monthly	Critical	>99.99%	>99.99%	For any complete component failure experienced by the Customer on any given day which does not meet the 99.99% of uptime as described above, AT&T will credit the Customer 1/30th (3.33%) of the Monthly Recurring Charges ("MRC") of that component. The maximum credit issued in any monthly billing period will not exceed one-hundred percent (100%) of the aggregate amount of the MRC for all Components billed in that month. The MRC for each component is the portion of the aggregate Service billing in each monthly billing period attributable to that component.

Key Measurement Matrix

Ref ID	Service Levels	Initial + mos	Measurement Window	SL Type	Expected	Minimum
CX-1C	Core Business Service Down	1 (from Installation Date of Each Contact Center)	Monthly	Key	Incident Resolution Time: P1 - Resolution Time - 4 hrs MTTR (Mean Time to Resolve) P3 - Resolution Time - 48 hrs MTTR Priority Levels are described in Attachment 3-B - SLA Definitions	Incident Resolution Time: P1 - Resolution Time - 4 hrs MTTR (Mean Time to Resolve) P3 - Resolution Time - 48 hrs MTTR Priority Levels are described in Attachment 3-B - SLA Definitions
CX-2C	Performance Issue	1 (from Installation Date of Each Contact Center)	Monthly	Key	Incident Resolution Time: P1 - Resolution Time - 4 hrs MTTR (Mean Time to Resolve) P2 - Resolution Time - 24 hrs MTTR P3 - Resolution Time - 48 hrs MTTR P4 - Resolution Time - 96 hrs MTTR Priority Levels are described in Attachment 3-B - SLA Definitions	Incident Resolution Time: P1 - Resolution Time - 4 hrs MTTR (Mean Time to Resolve) P2 - Resolution Time - 24 hrs MTTR P3 - Resolution Time - 48 hrs MTTR P4 - Resolution Time - 96 hrs MTTR Priority Levels are described in Attachment 3-B - SLA Definitions

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CX - 3C	Non-critical Services	1 (from Installation Date of Each Contact Center)	Monthly	Key	Incident Resolution Time: P2 - Resolution Time - 24 hrs MTTR (Mean Time to Resolve) P3 - Resolution Time - 48 hrs MTTR P4 - Resolution Time - 96 hrs MTTR Priority Levels are described in Attachment 3-B - SLA Definitions	Incident Resolution Time: P2 - Resolution Time - 24 hrs MTTR (Mean Time to Resolve) P3 - Resolution Time - 48 hrs MTTR P4 - Resolution Time - 96 hrs MTTR Priority Levels are described in Attachment 3-B - SLA Definitions
CX - 4C	Inconvenience	1 (from Installation Date of Each Contact Center)	Monthly	Key	Incident Resolution Time: P3 - Resolution Time - 48 hrs MTTR (Mean Time to Resolve) P4 - Resolution Time - 96 hrs MTTR Priority Levels are described in Attachment 3-B - SLA Definitions	Incident Resolution Time: P3 - Resolution Time - 48 hrs MTTR (Mean Time to Resolve) P4 - Resolution Time - 96 hrs MTTR Priority Levels are described in Attachment 3-B - SLA Definitions

Operating Level Reports Matrix

Ref ID	Service Levels	Initial + mos	Measurement Window	SL Type
CX - 1D	Billing Report	1 (from Installation Date of Each Contact Center)	Monthly	Operating Level Report
CX - 2D	Call Quality Explorer Report	1 (from Installation Date of Each Contact Center)	Monthly	Operating Level Report
CX - 3D	Platform Status Report	1 (from Installation Date of Each Contact Center)	Monthly	Operating Level Report

EXHIBIT 3G

SERVICE LEVEL DEFINITIONS

Service Provider Guidelines

This Attachment is for the Service Provider's use when responding to the RFP.

Exhibit 3B SL Definitions describes the tools, processes and other methods for measuring the Service Levels that Service Provider provides as part of the Services.

Service Provider Instructions

1. The Service Provider must save this file as the original filename prefixed with a Service Providername identifier (i.e. "ABC_HCC Att 3-B SL Definitions"), where "ABC" is an acronym identifying the Service Provider. All files submitted by the Service Provider must use the same identifier (e.g. only use ABC not AB, AB&C, Abc, ABnC, etc.).
2. Service Provider will use this Attachment to provide descriptions of the Service Level measures as part of the Service Provider's response to the RFP.
3. Service Level measures are broken out into individual sections for Critical Service Levels, Key Measures, and Operational Reports. The Service Level measures described in each of those sections should correspond directly to the Service Level measures identified in the corresponding tab of **Exhibit 3F SL Matrix**.
4. Each Service Level detailed in the tables has a Ref ID field that should relate directly to a reference number in **Exhibit 3F SL Matrix**.
5. For each section (Critical Service Levels, Key Measures, Operational Reports), GTA has provided an example subsection and table to describe a Service Level measure. Provider should rename the subsection to be the name of a proposed Service Level measure and replace all the text inside [brackets] within the table with his own descriptive text of the Service Level measure.
6. Service Provider should add additional subsections and tables in this document as necessary to describe all the Service Level measures.
7. **Except for completing the tables and inclusion of subsections and tables, Service Providers should not change this document in any other way (chapters, format, or text).**

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 ServiceLevel standards.

1.1 Contact Delivery

SERVICE LEVEL NAME		SECTION REFERENCE	START DATE
Contact Delivery		CX-1B	Installation + 1 Month
SERVICE LEVEL TYPE	Critical Service Level		
METRIC DESCRIPTION	<p>AT&T is unable to deliver contacts to agents. This includes Contact Center core service components, which are the services required for contact delivery.</p> <p>For any complete component failure experienced by the Customer on any given day which does not meet the 99.99% of uptime as described, AT&T will credit the Customer 1/30th of the Monthly Recurring Charges ("MRC") of that component. The maximum credit issued in any monthly billing period will not exceed one hundred percent (100%) of the aggregate amount of the MRC for all components billed in that month. The MRC for each component is the portion of the aggregate Service billing in each monthly billing period attributable to that component.</p>		
METRIC INCLUSIONS and DATA SOURCES	Measured for each individual contact center implementation. Applicable if a component failure experienced by a customer causes an outage to occur such that no contacts are being delivered to agents. Data source is performance data for each individual contact center's components.		
METRIC EXCLUSIONS	Long Distance and Local Loop services.		
HOURS OF MEASUREMENT	24 X 7		
DAYS OF MEASUREMENT	365(366)		
MINIMUM SERVICE LEVEL	<99.99%		
EXPECTED SERVICE LEVEL	<99.99%		
ALGORITHM	Contacts being delivered to agents >=99.99% of the time.		
COLLECTION PROCESS	Data is collected via an ongoing basis and is real-time. AT&T will calculate the SLA performance level based on this data. Data include incident information, the component performance, customer name and outage duration.		
REPORTING TOOLS	Customers can view performance 24x365 website – www.community.niceincontact.com		
RAW DATA STORAGE (ARCHIVES)	Data available via the following website: www.community.niceincontact.com Data is stored in a contact center provider data center within the United States. Data is available for 25 months.		

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PERFORMANCE CATEGORY	Availability
METRIC REPORTING	Monthly

2.0 Key Measures

Key Measure are those SLA measures for which GTA Customers are not entitled to receive Service LevelCredits 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 Core Business Service Down

SERVICE LEVEL NAME		SECTION REFERENCE	START DATE
Core Business Service Down		CX-1C	Installation + 1 Month
SERVICE LEVEL TYPE	Key Measure		
METRIC DESCRIPTION	Work Stoppage - Incidents that cause a direct financial, brand, or security impact on the business organization, such as: <ul style="list-style-type: none"> • Agents or stations cannot log in (ACD & Workforce Optimization (WFO)) • Severe login latency • Unable to launch MAX or ThinAgent • Unable to change/manage agent stat in MAX or ThinAgent • Calls not routing to agents • Call refusals resulting in no calls being delivered to agents • Unable to execute an IVR script • Point of contact/toll free number cannot be reached • No routes found • Circuit down • Required real-time reporting unavailable 		
METRIC INCLUSIONS and DATA SOURCES	Measured for each individual contact center implementation. Data source is performance data for each individual contact center.		
METRIC EXCLUSIONS	None		
HOURS OF MEASUREMENT	24		
DAYS OF MEASUREMENT	365(366)		
MINIMUM SERVICE LEVEL	N/A		
EXPECTED SERVICE LEVEL	Incident Resolution Time: P1 - Resolution Time - 4 hrs MTTR (Mean Time to Resolve) P3 - Resolution Time - 48 hrs MTTR		
ALGORITHM	P1: >50% of active users/contacts affected ¹ <ul style="list-style-type: none"> • Initial response time - 1 hour, updates every 2 hours subsequently. P1: >25% and <50% of active users/contacts affected ¹ <ul style="list-style-type: none"> • Initial response time - 1 hour, updates every 2 hours subsequently. P1: <25% active users/contacts affected ¹ <ul style="list-style-type: none"> • Initial response time - 1 hour, updates every 2 hours subsequently. P3: Single Individual Affected <ul style="list-style-type: none"> • Initial response time - 12 hours, updates every 24 hours subsequently. 		

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	<i>1 - the number of users is based on the active agent population (that should be operational at the time of the incident), not the total configured user base.</i>
COLLECTION PROCESS	Data is collected via an ongoing basis and is real-time. AT&T will calculate the SLA performance level based on this data. Data include incident information, customer name and outage duration. Initial reporting and status updates will be tracked and measured the contact center case management system.
REPORTING TOOLS	Initial reporting and status updates will be tracked and measured within the contact center case management system. Customers can view performance 24x365 via the following website – www.community.niceincontact.com
RAW DATA STORAGE (ARCHIVES)	Data available via the following website: www.community.niceincontact.com Data is stored in a contact center provider data center within the United States. Data is available for 25 months.
PERFORMANCE CATEGORY	Availability
METRIC REPORTING	Monthly

2.2 Performance Issue

SERVICE LEVEL NAME		SECTION REFERENCE	START DATE
Performance Issue		CX-2C	Installation + 1 Month
SERVICE LEVEL TYPE	Key Measure		
METRIC DESCRIPTION	<p>Work Degraded. An impact to a business service that directly supports the execution of a core business service:</p> <ul style="list-style-type: none"> • Historical reporting unavailable • User administration • Missing contact recordings • QM Enterprise (Engage) not recording (audio or screen) • QM Enterprise (Engage) playback isn't working • Workforce Management (WFM) adherence missing • Severe and sustained sound quality issues preventing two-way communication of voice contacts (one-way audio, dead air, choppy, static) • Dialer calling list not uploading • Call refusals resulting in eventual call delivery 		
METRIC INCLUSIONS and DATA SOURCES	Measured for each individual contact center implementation. Data source is performance data for each individual contact center.		
METRIC EXCLUSIONS	None		
HOURS OF MEASUREMENT	24		
DAYS OF MEASUREMENT	365(366)		
MINIMUM SERVICE LEVEL	N/A		
EXPECTED SERVICE LEVEL	<p>P1 - Resolution Time - 4 hrs MTTR (Mean Time to Resolve)</p> <p>P2 - Resolution Time - 24 hrs MTTR</p> <p>P3 - Resolution Time - 48 hrs MTTR</p> <p>P4 - Resolution Time - 96 hrs MTTR</p>		
ALGORITHM	<p>P1: >50% of active users/contacts affected¹</p> <ul style="list-style-type: none"> • Initial response time - 1 hour, updates every 2 hours subsequently. <p>P2: >25% and <50% of active users/contacts affected¹</p> <ul style="list-style-type: none"> • Initial response time - 4 hours, updates every 8 hours subsequently. <p>P3: <25% active users/contacts affected¹</p> <ul style="list-style-type: none"> • Initial response time - 12 hours, updates every 24 hours subsequently. <p>P4: Single Individual Affected</p> <ul style="list-style-type: none"> • Initial response time - 24 hours, updates every 48 hours subsequently. <p><i>1 - the number of users is based on the active agent population (that should be operational at the time of the incident), not the total configured user base.</i></p>		
COLLECTION PROCESS	<p>Data is collected via an ongoing basis and is real-time. AT&T will calculate the SLA performance level based on this data. Data include incident information, customer name and outage duration.</p> <p>Initial reporting and status updates will be tracked and measured the contact center case management system.</p>		
REPORTING TOOLS	<p>Initial reporting and status updates will be tracked and measured within the contact center case management system.</p> <p>Customers can view performance 24x365 via the following website –</p>		

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	www.community.niceincontact.com
RAW DATA STORAGE (ARCHIVES)	Data available via the following website: www.community.niceincontact.com Data is stored in a contact center provider data center within the United States. Data is available for 25 months.
PERFORMANCE CATEGORY	Availability
METRIC REPORTING	Monthly

2.3 Non-Critical Services

SERVICE LEVEL NAME		SECTION REFERENCE	START DATE
Non-Critical Services		CX-3C	Installation + 1 Month
SERVICE LEVEL TYPE	Key Measure		
METRIC DESCRIPTION	<p>Work not affected or workarounds available. Incidents that are inconvenient but do not impede core functions of NICE CXone applications. May have valid workarounds:</p> <ul style="list-style-type: none"> Intermittent sound quality issues that do not prevent two-way communication of voice contacts (one-way audio, dead air, choppy, static) Reporting doesn't match up Stuck agents/contacts/dialer Delayed recordings 		
METRIC INCLUSIONS and DATASOURCES	Measured for each individual contact center implementation. Data source is performance data for each individual contact center.		
METRIC EXCLUSIONS	None		
HOURS OF MEASUREMENT	24		
DAYS OF MEASUREMENT	365(366)		
MINIMUM SERVICE LEVEL	N/A		
EXPECTED SERVICE LEVEL	<p>Mean Time to Resolve (MTTR)</p> <p>P2 - Resolution Time - 24 hrs MTTR</p> <p>P3 - Resolution Time - 48 hrs MTTR</p> <p>P4 - Resolution Time - 96 hrs MTTR</p>		
ALGORITHM	<p>P2: >50% of active users/contacts affected¹</p> <ul style="list-style-type: none"> Initial response time - 1 hour, updates every 2 hours subsequently. <p>P3: >25% and <50% of active users/contacts affected¹</p> <ul style="list-style-type: none"> Initial response time - 4 hours, updates every 8 hours subsequently. <p>P3: <25% active users/contacts affected¹</p> <ul style="list-style-type: none"> Initial response time - 12 hours, updates every 24 hours subsequently. <p>P4: Single Individual Affected</p> <ul style="list-style-type: none"> Initial response time - 24 hours, updates every 48 hours subsequently. <p><i>1 - the number of users is based on the active agent population (that should be operational at the time of the incident), not the total configured user base.</i></p>		
COLLECTION PROCESS	<p>Data is collected via an ongoing basis and is real-time. AT&T will calculate the SLA performance level based on this data. Data include incident information, customer name and outage duration.</p> <p>Initial reporting and status updates will be tracked and measured the contact center case management system.</p>		
REPORTING TOOLS	<p>Initial reporting and status updates will be tracked and measured within the contact center case management system.</p> <p>Customers can view performance 24x365 via the following website – www.community.niceincontact.com</p>		
RAW DATA STORAGE (ARCHIVES)	Data available via the following website: www.community.niceincontact.com Data is stored in a contact center provider data center within the United States. Data is available for 25 months.		

PERFORMANCE CATEGORY	Availability
METRIC REPORTING	Monthly

2.4 Inconvenience

SERVICE LEVEL NAME		SECTION REFERENCE	START DATE
Inconvenience		CX-4C	Installation + 1 Month
SERVICE LEVEL TYPE	Key Measure		
METRIC DESCRIPTION	Incidents that cause very little impact on operations. May have valid workarounds: <ul style="list-style-type: none"> Non-essential buttons missing User interface or experience is difficult 		
METRIC INCLUSIONS and DATA SOURCES	Measured for each individual contact center implementation. Data source is performance data for each individual contact center.		
METRIC EXCLUSIONS	None		
HOURS OF MEASUREMENT	24		
DAYS OF MEASUREMENT	365(366)		
MINIMUM SERVICE LEVEL	N/A		
EXPECTED SERVICE LEVEL	Mean Time to Resolve (MTTR) P3 - Resolution Time - 48 hrs MTTR P4 - Resolution Time - 96 hrs MTTR		
ALGORITHM	P3: >50% of active users/contacts affected ¹ <ul style="list-style-type: none"> Initial response time - 1 hour, updates every 2 hours subsequently. P4: >25% and <50% of active users/contacts affected ¹ <ul style="list-style-type: none"> Initial response time - 4 hours, updates every 8 hours subsequently. P4: <25% active users/contacts affected ¹ <ul style="list-style-type: none"> Initial response time - 12 hours, updates every 24 hours subsequently. P4: Single Individual Affected <ul style="list-style-type: none"> Initial response time - 24 hours, updates every 48 hours subsequently. <p><i>1 - the number of users is based on the active agent population (that should be operational at the time of the incident), not the total configured user base.</i></p>		
COLLECTION PROCESS	Data is collected via an ongoing basis and is real-time. AT&T will calculate the SLA performance level based on this data. Data include incident information, customer name and outage duration. Initial reporting and status updates will be tracked and measured the contact center case management system.		
REPORTING TOOLS	Initial reporting and status updates will be tracked and measured within the contact center case management system. Customers can view performance 24x365 via the following website – www.community.niceincontact.com		
RAW DATA STORAGE	Data available via the following website: www.community.niceincontact.com Data is stored in a contact center provider data center within the United States. Data is available for 25		

(ARCHIVES)	months.
PERFORMANCE CATEGORY	Availability
METRIC REPORTING	Monthly

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 Billing Report

REPORT NAME		SECTION REFERENCE	START DATE
Billing Report		CX-1D	8/20/2021
SERVICE LEVEL TYPE	Operational Report		
REPORT DESCRIPTION	The billing report shows usage information that affects your business unit's monthly charges. The Billing report breaks the billing information into sections: Agents, Ports, Users, Stations, Disk Usage, Surveys and Logins. A Circuit Traffic Analysis report is also available on our customer support site which shows peak utilization and how circuits are being used on an hourly/daily basis.		
METRIC INCLUSIONS and DATA SOURCES	Agents, Ports, Users, Stations, Disk Usage, Surveys and Logins, circuit utilization.		
METRIC EXCLUSIONS	N/A		
HOURS OF MEASUREMENT	Monthly		
DAYS OF MEASUREMENT	365(366)		
MINIMUM SERVICE LEVEL	[not required for Operational Reports]		
EXPECTED SERVICE LEVEL	[not required for Operational Reports]		
DATA INCLUDED IN REPORT	<p>The Ports tab displays the number of ports being used for the specified date range. The concurrent model is the only model that bills ports based on usage. This model is billed by the maximum number of ports used during the month. Most other models bill based on the number of configured ports.</p> <ul style="list-style-type: none"> The green bar represents the peak number of concurrent ports for the date range. 		

	<ul style="list-style-type: none"> • The red line represents the limit of ports allowed in the tenant. If the number of concurrent ports reaches the limit, then calls cannot be made into or out of the contact center. Incoming callers would hear a busy signal; outgoing calls would fail. • The gray bar represents the concurrent number of ports used by the tenant during the date range. A port is used whenever a call is made into or out of the contact center, including calls placed by scripts. <p>The Users tab shows the total number of users during the date range.</p> <p>The Stations tab shows the number of stations being used for the date range. Stations are billed by maximum number of configured stations during the month.</p> <ul style="list-style-type: none"> • The green bar represents the peak number of configured, active stations for the date range. • The red line represents the limit of stations allowed in the tenant. If the number of total stations reaches the limit, then additional stations cannot be created - including agent-created stations, which may prevent agents from logging in. • The gray bars represent the total number of configured, active stations created for the tenant. This includes both configured stations and agent-created stations. • The dark gray area represents the number of stations created by agents who log in using a phone number instead of a station. As long as such an agent is logged in, the phone number they logged in with is considered a unique station for billing purposes - an agent-created station. If the phone number used has a configured station associated with it, then the station will be reconciled and not billed twice. <p>The Disk Usage tab shows the amount of disk usage being used for the date range.</p> <ul style="list-style-type: none"> • The green bar represents the peak of total disk usage for the date range. • Total Disk Usage represents the sum of File Transfers, Call Recordings, and User-created Files, in gigabytes. • The dark gray bar represents the number of gigabytes used to store files created by the tenant; typically these files include prompts, scripts, images, log files, etc. • The gray bar represents the number of gigabytes used for call recordings; stored in the Call Logs directory. • The light gray bar represents the number of gigabytes used on the CXone FTP servers. <p>If you use Cloud Storage Services for data storage, your graph will show active, long-term, and long-term retrieval. You can switch between the storage types by using the Disk and Cloud buttons in the upper left corner of the screen.</p> <ul style="list-style-type: none"> • Active represents short-term file storage optimized for quick searching and rapid access. • Long-term represents cost-effective long-term storage for file archiving requirements. • Long-term retrieval represents the number of gigabytes used for retrieving files from long-term storage.
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COLLECTION PROCESS	Billing data is collected by contact center billing system and processes.
REPORTING TOOLS	Available within Contact Center portal for suitably permissioned users. Customers can view the billing report at the following website – www.community.niceincontact.com
RAW DATA STOR AGE (ARC HIVES)	Stored in Contact Center portal. Reports are stored for 25 months.
PERFORMANCE CATEGORY	Billing
METRIC REPORTING	Monthly

3.2 Call Quality Explorer Report

SERVICE LEVEL NAME		SECTION REFERENCE	START DATE
Call Quality Explorer Report		CX-2D	8/20/2021
SERVICE LEVEL TYPE	Operational Report		
REPORT DESCRIPTION	Call Quality Explorer is a report that gives you insights into the quality of voice interactions in your contact center. You can analyze up to 20 interactions in a single report.		
METRIC INCLUSIONS and DATA SOURCES	DNIS, ANI, Business Unit, Traffic Type, Line Type, Inbound MOS, Agent, Skill, Script, Duration, Call Events, Routing Label, Devices, Trunk Group, Agent ID, Agent Session ID, Call History Event Id, Time Stamp, Call History Event Type Id, Call History Event Type, Media Server, Call Handle, Cause Code, Contact Id, Peer Contact Id, Context Id, Contact End Reason Id, Contact End Reason.		
METRIC EXCLUSIONS			
HOURS OF MEASUREMENT	24 x 365		
DAYS OF MEASUREMENT	365(366)		
MINIMUM SERVICE LEVEL	[not required for Operational Reports]		
EXPECTED SERVICE LEVEL	[not required for Operational Reports]		
DATA INCLUDED IN REPORT	Metrics associated with the contact routing and delivery are collected and stored for reporting purposes, including DNIS, ANI, Business Unit, Traffic Type, Line Type, Inbound MOS, Agent, Skill, Script, Duration, Call Events, Routing Label, Devices, Trunk Group, Agent ID, Agent Session ID, Call History Event Id, Time Stamp, Call History Event Type Id, Call History Event Type, Media Server, Call Handle, Cause Code, Contact Id, Peer Contact Id, Context Id, Contact End Reason Id, Contact End Reason.		
COLLECTION PROCESS	Collected by contact center systems and processes.		
REPORTING TOOLS	Available within Contact Center portal for suitably permissioned users. Customers can view the call quality report at the following website – www.community.niceincontact.com		
RAW DATA STORAGE (ARCHIVES)	Stored in Contact Center portal. Reports are stored for 25 months.		
PERFORMANCE CATEGORY	Quality		
METRIC REPORTING	Monthly		

3.3 Platform Status Report

SERVICE LEVEL NAME		SECTION REFERENCE	START DATE
Platform Status Report		CX-3D	Installation + 1 Month
SERVICE LEVEL TYPE	Operational Report		
REPORT DESCRIPTION	AT&T provides a Trust site in our portal for customers to access, which provides updates on a variety of areas like outages, and platform status history. Updates are commonly available within 30 minutes on the Support Site.		
METRIC INCLUSIONS and DATA SOURCES	Includes updates on a variety of areas like outages, and platform status history. Updates are commonly available within 30 minutes on the Support Site.		
METRIC EXCLUSIONS	N/A		
HOURS OF MEASUREMENT	Updates are typically available within 30 minutes on the contact center portal.		
DAYS OF MEASUREMENT	365(366)		
MINIMUM SERVICE LEVEL	[not required for Operational Reports]		
EXPECTED SERVICE LEVEL	[not required for Operational Reports]		
DATA INCLUDED IN THE REPORT	Metrics associated with Platform and Voice Quality are collected and stored for reporting purposes. AT&T employs Network Time Machine to provide MOS measurements. It scores the MOS performance of calls providing summary MOS data to NOC facilities.		
COLLECTION PROCESS	Collected by contact center systems and processes.		
REPORTING TOOLS	Available within Contact Center portal for suitably permissioned users. Customers can view the platform status report at the following website – www.community.niceincontact.com		
RAW DATA STORAGE (ARCHIVES)	Stored in Contact Center portal. Reports are stored for 25 months.		
PERFORMANCE CATEGORY	Performance		
METRIC REPORTING	Monthly		