



GTA Direct

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

Between

Georgia Technology Authority

And

SCB Global Ltd

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MASTER SERVICES AGREEMENT for GTA Direct Services

This **Master Services Agreement for GTA Direct Services** (including all exhibits and attachments hereto, this “**Master Services Agreement**” or “**MSA**”), dated as _____, 2022 (the “**Effective Date**”), is made by and between the **Georgia Technology Authority (“GTA”)**, whose principal place of business is located at 47 Trinity Avenue, Atlanta, Georgia, 30334, and **SCB Global Ltd**, a Nevada limited liability company, whose principal place of business is located at 1810 E Sahara Ave Ste 215, Las Vegas, NV, 89104 (“**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.
- (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 | SCB Global Ltd |
| 47 Trinity Avenue | 1810 E. Sahara Avenue, Suite 212 |
| Atlanta, GA 30334-9006 | #807 Las Vegas, Nevada 89104 |
| Attn: Contract Management | Attn: Contract Management |
| Telephone: (404) 463-2300 | Telephone: (646) 513 4034 |
| Fax: (404) 651-5333 | N/A |
| Email: Contracts@gta.ga.gov | Email: info@scb-global.com |

14.11 Counterparts.

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

14.12 Order of Precedence.

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

14.13 Entire Agreement.

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

14.14 Survival.

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

14.15 Interpretation.

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

14.16 Further Assurances.

The Parties agree that they will execute and deliver such other instruments and documents, and take such other actions, as the other Party may reasonably request to evidence or effect the transactions contemplated by this MSA.

14.17 Protection of State Equipment.

A vital component of GTA's mission is ensuring that any equipment or services procured and/or offered by GTA adequately protects the security of governmental/public sector data. GTA has previously relied on the John McCain National Defense Authorization Act, H.R. 5515 (<https://www.congress.gov/bill/115th-congress/house-bill/5515/text#toc-H4350A53097BD46409287451A50C4F397>), which provided that agencies of the federal

government are prohibited from procuring equipment or services from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). For similar reasons, GTA determined that suppliers utilizing equipment or services provided by these entities would be excluded from GTA contracts. At the present time, prospective suppliers are advised not to use Huawei or ZTE as components or sub-components in any of their offered technical solutions/Catalogs. Lack of adherence may result in a range of actions available to GTA, up to and including disqualification/contract cancellation.

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

GEORGIA TECHNOLOGY AUTHORITY

SCB GLOBAL LTD

By: _____

By:  _____

Name: _____

Name: Shams Khan

Title: _____

Title: Vice President

Date: _____

Date: 01/20/2022

EXHIBIT 1 - CUSTOMER DOCUMENTS

Core Contact Center Services

1.1 Hosted Services

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

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

Yes, the proposed service **OPTO4**Teams & **OPTO4**Contact (Powered byAnywhere365) Dialogue Cloud platform runs in Microsoft Azure

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

OPTO4Contact (Powered byAnywhere365) Dialogue Cloud platform is based on a resource scalable Azure architecture, which can scale out to 20,000 agents per instance and there is no limit in instances that can be created, fully managed and monitored in a 24/7 support organization, into different global regions, today in Singapore, Philippines (APAC), Rotterdam, UK and Amsterdam (EMEA) and Chicago (AMER).

There is always a failover local and/or per region. Setup is 100% scripted/automated, guaranteeing consistency between regions. Datacenter regions are based on 'Availability zones', consisting of multiple physical datacenter locations, spreading resources and protecting against datacenter failure. Full MS Azure security policies apply and SCB Global & Anywhere365 are ISO27001 certified.

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

Yes, **OPTO4**Contact (Powered byAnywhere365) Dialogue Cloud platform runs in Microsoft Azure. In multiple regions as described above.

Provide redundancy for Hosted Contact Center Services.

OPTO4Contact (Powered byAnywhere365) Dialogue Cloud platform services is deployed in three Azure regions. Within these three regions at least two availability zones are used, providing resilience within a region and between regions. The Dialogue Cloud is setup in Azure to be fully redundant over Microsoft Azure geographical regions as shown at <https://azure.microsoft.com/en-us/global-infrastructure/geographies>. All VM's are in Availability zones so there is always a failover local and/or per region. The **OPTO4**Contact (Powered byAnywhere365) Dialogue Cloud platform leverages the Azure regional low-latency network infrastructure and Availability Zones. These Availability Zones are unique physical locations within an Azure region. Each zone is made up of multiple datacenters equipped with independent power, cooling, and networking.

Support TDM and VoIP communications to agents.

OPTO4Contact (Powered byAnywhere365) Dialogue Cloud platform is native to Microsoft Teams, leveraging the most modern and advanced voice and communication technologies. Where TDM connections require transcoding from TDM-to-SIP or vice versa then this too can be supported

1.1.1.1 TDM, ability to route calls to PSTN for call termination on Agency provided systems.

SCB Global confirms that they are proposed solution **OPTO4**Contact (Powered byAnywhere365) Dialogue Cloud platform is fully compliant with this requirement and native to Microsoft Teams. Where a TDM transcoding is required then this can be supported

1.1.1.2 VoIP, provide choice of hard or soft phone

SCB Global confirms that they are proposed solution **OPTO4Contact** (Powered byAnywhere365) Dialogue Cloud platform is fully compliant with this requirement and native to Microsoft Teams, which allows the ability to user deskphones and softphones on mobile, laptop and desktop.

1.1.1.3 Soft Phone should have minimal impact on existing desktop real estate environment.

OPTO4Contact (Powered byAnywhere365) Dialogue Cloud platform is native to Microsoft Teams. The WebAgent, agent's desktop is integrated with Microsoft Teams i.e. there is no requirement to have another softphone installed other than Microsoft Teams.

1.1.1.4 Can leverage any standard 10-digit number

SCB Global confirms that they are proposed solution **OPTO4Contact** (Powered byAnywhere365) Dialogue Cloud platform is fully compliant with this requirement and native to Microsoft Teams. Therefore, operating in +E.164 format is mandatory. SCB Global allows leveraging any standard 10-digit number provided the agency can provide proof of ownership of the DID(s)

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

Yes. **OPTO4Teams** & **OPTO4Contact** (Powered by Anywhere365) runs in MS Azure East and West DC.

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

Yes. **OPTO4Teams** & **OPTO4Contact** (Powered by Anywhere365) runs in MS Azure East and West DC.

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

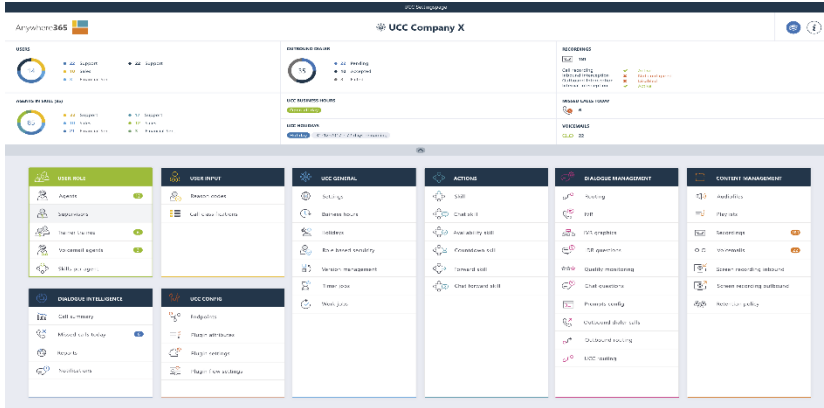
OPTO4Contact (Powered byAnywhere365) Dialogue Cloud platform is native to Microsoft Teams. The WebAgent, agent's desktop is integrated with Microsoft Teams i.e. there is no requirement to have another softphone installed other than Microsoft Teams that can be operated on a native Teams deskphone or softphones on a mobile, laptop and desktop. Thus, allowing a HCC user in physical location to have a similar experience as a teleworker and enables hybrid working environment as a single-pane-of glass service

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

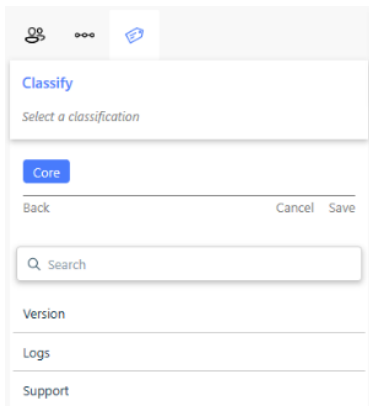
One of **OPTO4Contact** (Powered byAnywhere365) unique USPs is that it is built in such a way that configuration can easily be done by the Agencies. To increase the multiple levels of self service, supervisors/managers or administrators can manage the UCCs themselves. This is provided via the UCC Management web portal that provides role-based access to manage the individual contact centres, based on the permissions of that user.

OPTO4Contact (Powered byAnywhere365) is focused on knowledge transfer and are focused on having you perform many operational management functions yourself.

The Supervisor will be able to configure relevant components of their Anywhere365 Unified Contact Center. The intuitive portal allows for easy and efficient process to add/change agents and/or change their presence, review reports, adjust the IVR, skill (levels), status, busy codes etc.



Provide a call disposition tool that caters to the respective business model of the agency. The (each) agency can create its own set of disposition codes (= Anywhere365 Call classification). During a dialogue you can select a predefined Classification from the configuration page. Classification tab can be opened by clicking on the icon (in the Anywhere365 WebAgent Window). After selecting the correct one you can press submit. This will send the data to database, which can be loaded in the Dialogue Intelligence reports.



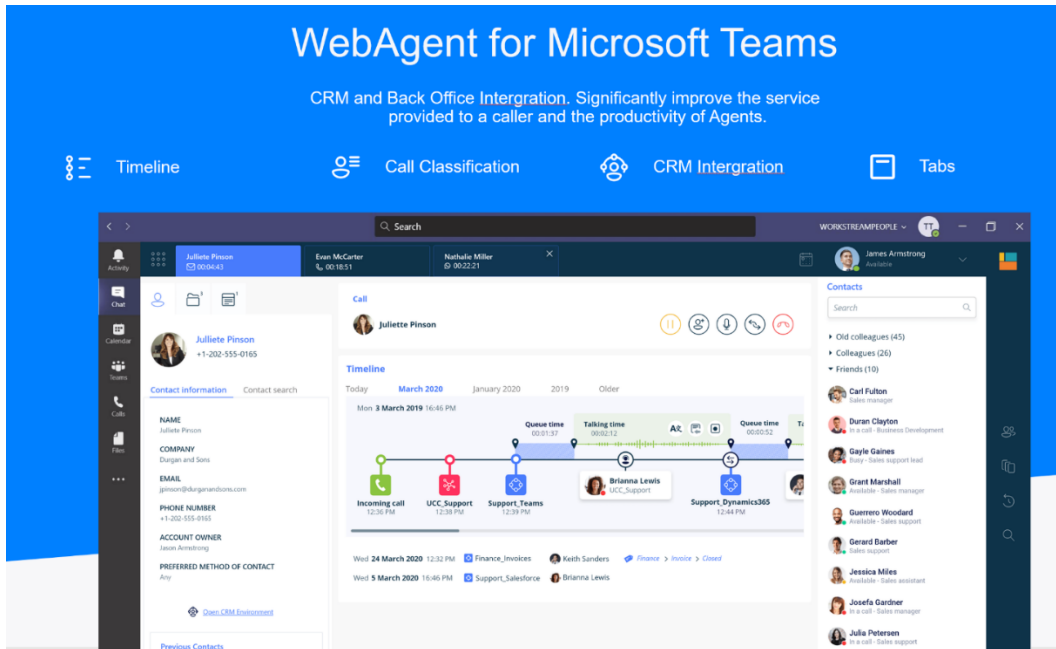
Interface with Agency designee on support of End User systems, desktop support, and standard images.

OPTO4Contact (Powered byAnywhere365) offers the WebAgent as interface for the agent. The WebAgent interface leverages the full power of our native-to-Teams Dialogue Cloud, adding contact center functionality to Microsoft Teams and creating a powerful and user friendly communication tool. For anyone in the enterprise, because anyone can be the contact center.

The WebAgent interface presents timeline and CRM information, queues and allows for wrap up time and call classification. All from one single touch point in Microsoft Teams, making the life of an agent easier than ever.

WebAgent is deployed without any desktop installation, allowing for policy based rollouts and making upgrades quick and painless.

Through the included Conversational API Platform (Anywhere365 Dialogue Studio) the Anywhere365 Dialogue Cloud can connect to any system and data source.



1.2 Automatic Call Distribution

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

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

OPTO4Contact (Powered byAnywhere365) has many additional ACD routing/hunting methods, such as "last agent routing", "serial hunting", "round robin", "longest idle", "highest rated", "skill based", etc. Anywhere365 could also dip into your backend system and use that information to route an incoming call to the correct agent. As an example, if a caller is a VIP list in the CRM, **OPTO4Contact** (Powered byAnywhere365) can automatically give priority to this call and have it skip the queue, or automatically hand it off to a high priority/VIP agent.

Call back in queue or prompt message is configurable (from the IVR question menu) in the UCC web portal. Anywhere365 can dynamically monitor the queue and automatically offer a call-back option, overflow to another queue, add additional agents, offer a (group) voicemail, etc. In case of callback, Anywhere365 will automatically set up an outbound call to the customer and connect the call to an available agent that has the proper skill.

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

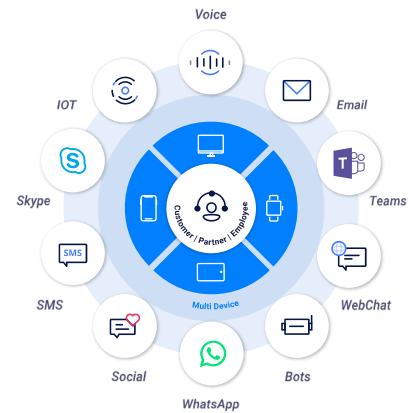
OPTO4Contact (Powered byAnywhere365) can support any form of Interactive Voice Response (IVR). For every Universal Contact centre ("UCC") an IVR schedule can be configured and several UCCs can work together, in an IVR schedule. An IVR can have as many options as needed, and as many levels deep.

However, **OPTO4Contact** (Powered byAnywhere365) key value is the capability to reduce unnecessary dialogues, which means making the IVR that a customer will be offered as dynamic and short as possible. It could even mean that in some cases, no IVR is offered at all and based on context, the dialogue can be routed to the proper agent directly.

Also, information in your backend system (e.g., CRM, ITSM) could drive the behavior of **OPTO4Contact** (Powered byAnywhere365). A simple example could be that if somebody calls the support desk and a ticket associated to the caller is already in the ITSM platform, **OPTO4Contact** (Powered byAnywhere365) then offers to route the caller to the assigned support engineer, instead of providing the full IVR.

With Interactive Voice Response, customers can easily be guided to get in touch with the right person or getting the right information. All text within the IVR is free to modify and / or manage, through Text to Speech or spoken text. These texts are dynamically loaded into the system. In addition, In Anywhere365 it is also possible to enter an IVR on various levels, e.g. (e.g., VIP clients) to get preferential treatment and bypassing the queue if desired.

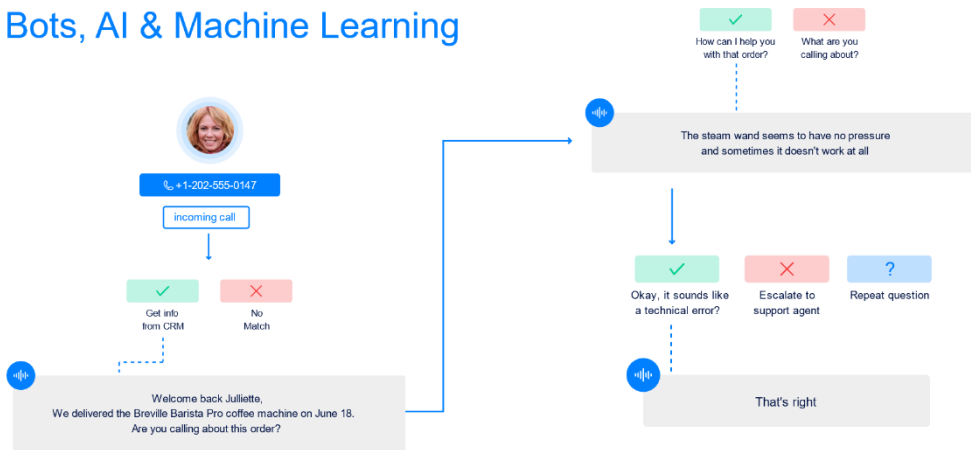
OPTO4Contact (Powered by Anywhere365) Dialogue Cloud Platform is a complete Unified Contact Centre (UCC) solution, which connects incoming, outgoing and multi-person conversations to the right person, at the right time, regardless of location. All the powerful functionalities, which make MS Teams so important for your organization, are exploited by Anywhere365's Unified Contact Centre solution.



Additional UC components are also supported by the Contact Center. **OPTO4Contact (Powered by Anywhere365)** is not just a Contact Center, it's a Dialogue Management solution for more than managing calls. Anywhere365 manages full dialogues, and includes a variety of delivery methods such as: (Web)Chat, Skype, Social Media, Whatsapp, Mobile Phones, (web) Call me, App Endpoint, Email & Content Types.

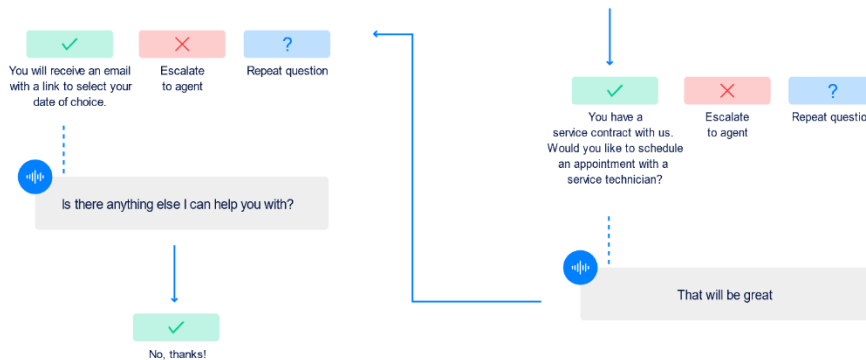
The AI Bots will handle all routine requests and route more complex or more valuable dialogues to live agents. The routing can be based on numbers, agent skills, geography, CRM data, VIP customer routing and many more. The CRM-data, context and history of the dialogue always moves with the customer, ensuring customers enjoy first contact resolution of their issues.

Innovate Your Business With Smart Bots, AI & Machine Learning





BOT Innovations Beyond the Possible



OPTO4Contact (Powered byAnywhere365) integrates with Microsoft Bot Framework, LUIS Language Understanding Intelligent Services and Cognitive Services.

The **OPTO4Contact** (Powered byAnywhere365) Enterprise Plus license provides out of the box integration to Natural Language understanding API's and Bot technologies from the most used vendors (Microsoft, Google, etc.).

These web API's and BOTS are freely available to use by external systems, billing is done when you exceed a certain number of messages. Costs for these services could be found on the website of the supplier: <https://azure.microsoft.com/en-us/pricing/details/bot-service/>
<https://cloud.google.com/dialogflow/pricing>
<https://azure.microsoft.com/en-us/pricing/details/cognitive-services/language-understanding-intelligent-services/>
<https://cloud.google.com/natural-language/>

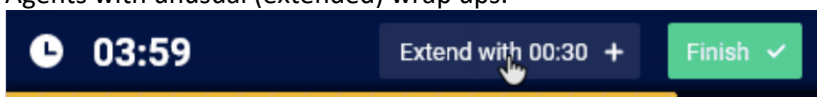
The Bot Broker allows incoming customer web chats and voice calls to be routed and processed by a bot in the Azure AI-based Microsoft Bot Framework. If the bot is unable to process the dialogue, it can then be forwarded to the appropriate live agent. As part of Anywhere365's "bring your own bot" strategy to support as broad a range of bot-based intelligent self-service applications as possible, the Bot Broker Chat API Plugin also supports integration with 3rd party bots.

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

Yes. This is standard **OPTO4Contact** (Powered byAnywhere365) functionality. As described with requirement 2.1.9

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

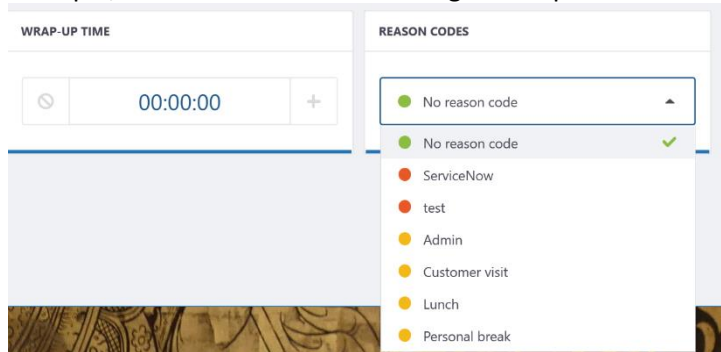
The default wrap-up time can be configured by the Agency. **OPTO4Contact** (Powered byAnywhere365) allows an agent to wrap up a call before the next call is offered to an agent by setting the discharge duration. The discharge duration is the time after a call to finalize the administration. During this time call agents, will not be hunted for new calls, though its presence status will be available. Default wrap up time can be extended by the Agent for individual calls. Default and Extended wrap up times are visible in the reports, allowing the Agency to filter out Agents with unusual (extended) wrap ups.



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

In **OPTO4Contact (Powered byAnywhere365)** customer will be able to create its own set of "Reason Codes"; Reason Codes give custom statuses to the agents. Reason Codes can be used to enhance the default Teams presence status. Historical presence statuses of agents are also available in the **OPTO4Contact (Powered byAnywhere365)** Business Intelligence suite. There are no limitations to the number of Reason Codes.

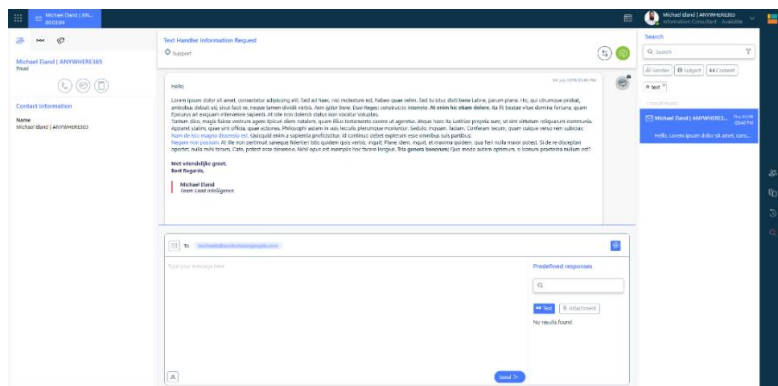
The Notification service can send notifications when configurable thresholds are passed and sent to agents/supervisors as email/IM. The Notifications service informs you when a certain trigger has been reached. For example, more than 10 callers waiting in the queue.



Email routing for multiple skill sets.

With the **OPTO4Contact (Powered byAnywhere365)** email dialogue provider/ text handler each incoming message is merged together with any attachments, which is then stored in an inbox. Based on metadata such as sender, subject or content of the message the skills can be determined that are needed to handle the message.

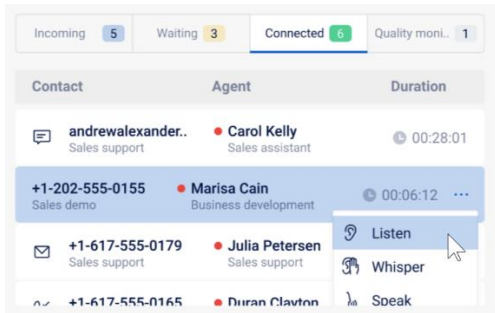
Once it is known what skills are required, **OPTO4Contact (Powered byAnywhere365)** will select an available agent within that Skill Group based upon a selection process to identify themselves (e.g. rating, longest idle, serial or other) and the selected employee will receive an invitation. Once the employee sees the invitation, the details of the message are displayed within its WebAgent client. Then one can open the email, reply to sender, handle the message, or forward to another expert group directly from the client. All information about the dialogue is recorded and made visible through the business intelligence information in Anywhere365. In addition, a seamless integration with CRM is possible. As a result, contact moments, communication channels and messages are recorded and there is the possibility to open the customer file as soon as the dialogue is accepted by an employee. Canned responses available for all text communication.



Agent whisper feature

Supervisors can monitor, observe and coach agents by agent ID, talk, listen, or barge in on an agent conversation, monitor the entire customer experience. This capability can also be useful to train new co-workers, review

conversations, or providing support during calls. **OPTO4Contact** (Powered byAnywhere365) has a trainer/trainee functionality for this, where the trainer doesn't necessarily have to be the same person as the supervisor.



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

ACD and intelligent routing is standard Anywhere365 functionality. Please check comments 2.2.1. **OPTO4Contact** (Powered byAnywhere365) offers the following outbound dialing functionalities:

- Outbound Dialer plugin predicts availability of a worker, based on required data.
- Campaign Dialer plugin can be compared to Preview Dialer Software. It combines automated dialing benefits with the ability for Agents to preview contact information when accepting the call.
- Machine Learning Dialing combines Microsoft Power Automate with a CRM system together with the Contact Management API of SharePoint online. Input and output can be realtime adjusted to the Dialer List.
- Autonomous Dialer to Whatsapp Deflection. Anywhere365 can reach out as a true multi-channel and omnichannel solution to give a customer a Voice call, but offer the customer to respond by Whatsapp, where Anywhere365 sends out a Whatsapp message based on a defined template, where the customer can respond by Whatsapp messaging.

We will discuss best functionality for your needs.

Ability to have agents from multiple agencies in a shared skillset

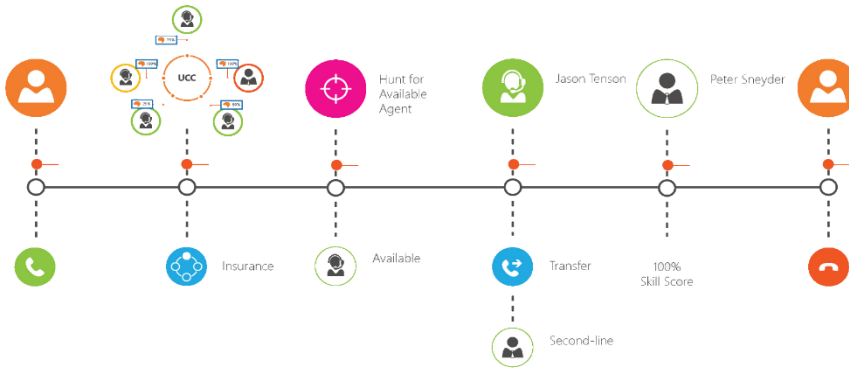
With only a Microsoft Teams application, Agents from multiple agencies can be a member of a shared skillset in any **OPTO4Contact** (Powered byAnywhere365) UCC.

Inbound calls, (web)chats, email and other customer contacts will be managed by an Universal Contact Centre (UCC). A UCC (Universal Contact Centre) is a queue that is handled by Agents of the UCC. Each UCC has its own settings, menus (IVR) and Agents with skills (competencies). Agents can belong to one or several UCCs and can have multiple skills.

These agents can physically be anywhere, including working from a home office. As long as they have access to a device that has a standard Teams client installed, they can be included in an UCC.

A UCC can be seen as a Contact Centre "micro service". Everybody in the organization can be a contact centre: a call or other form of customer contact (chat, email) can be routed to employees, other than agents, with the right skills and within the right context, to service the customer adequately.

Customer can utilize one UCC (e.g., one helpdesk), a few (e.g. a UCC for several departments) or hundreds of UCCs (e.g. assign a UCC to each service, regional office, department, etc.).



Ability to route calls to different agency groups

This is standard **OPTO4Contact** (Powered byAnywhere365) functionality. Every agency can have its own or multiple Anywhere365 UCCs as described with 2.2.9.

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

OPTO4Contact (Powered byAnywhere365) reduces the number of unnecessary customer interactions by always routing to an available skilled agent from the right agency within the right context (through integration with CRM, having direct access to the history of the customer).

Provide the ability to change gate - opening or closing

This is standard **OPTO4Contact** (Powered byAnywhere365) functionality and will be configured in the Anywhere365 UCC management portal (2.1.9)

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

The supervisor can monitor the Anywhere365 UCC (=ACD queue) and will see when agent is unavailable.

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

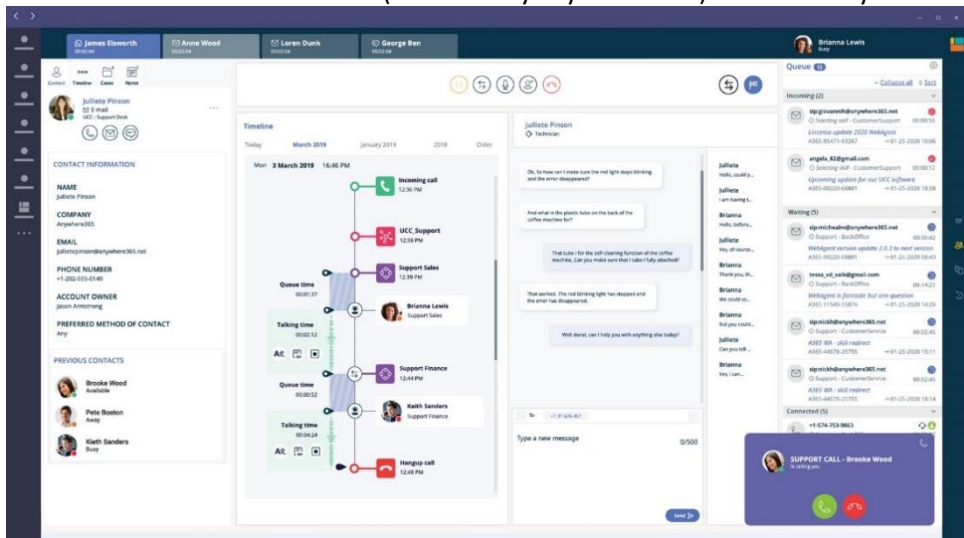
This is standard **OPTO4Contact** (Powered byAnywhere365) functionality and will be configured in the Anywhere365 UCC management portal (2.1.9)

Ability for supervisor to log agents out of the system.

This is standard **OPTO4Contact** (Powered byAnywhere365) functionality and will be configured in the Anywhere365 UCC management portal (2.1.9)

Ability to integrate with Customer Relationship Manager (CRM)

This is standard **OPTO4Contact** (Powered byAnywhere365) functionality. Please check 2.1.11



1.3 Auto-Attendant and Integrated Voice Response

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

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

OPTO4Contact (Powered byAnywhere365) uses Azure Cognitive Services for TTS; Interactive Voice Response (IVR) allows customers to interact with a host system via telephone keypad or speech recognition, after which they can service their own inquiries or will be redirected to a call agent by following the IVR dialogue. All texts within the IVR will be loaded dynamically and can be managed real-time by means of text-to-speech and/or audio files. Speech recognition is based on the Microsoft Speech recognition stack.

With **OPTO4Contact** (Powered byAnywhere365) Enterprise Plus customer can connect to Azure AI Cognitive Services or google services, that provides real-time language detection and translation for speech in 11 languages and chat in 60 different languages.

Include call back/virtual queuing capability.

Call back in queue or prompt message is configurable (from the IVR question menu) in the UCC web portal.

OPTO4Contact (Powered byAnywhere365) can dynamically monitor the queue and automatically offer a call-back option, overflow to another queue, add additional agents, offer a (group) voicemail, etc. In case of callback, Anywhere365 will automatically set up an outbound call to the customer and connect the call to an available agent that has the proper skill.

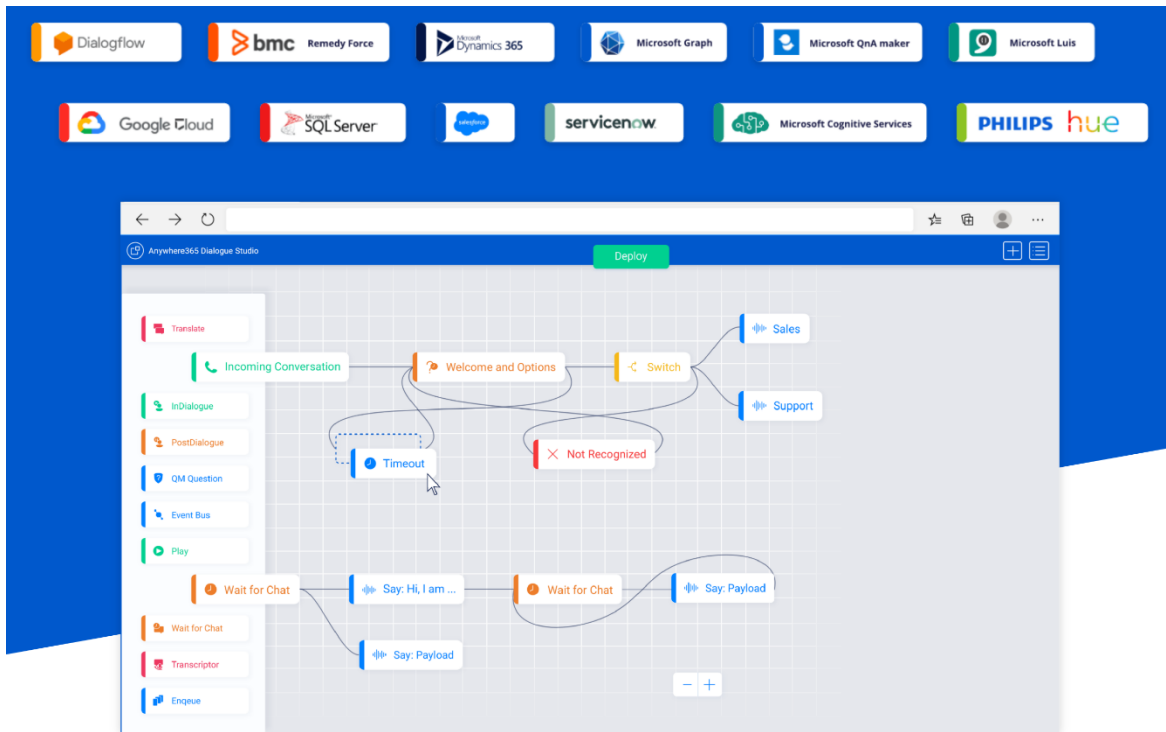
Ability to integrate with Customer Relationship Manager (CRM).

This is standard **OPTO4Contact** (Powered byAnywhere365) functionality. Please check 2.1.11 and 2.1..16

Ability to integrate to agency applications and database systems.

OPTO4Contact (Powered byAnywhere365) can integrate with custom applications based on Webservices, SQL, XML, open API or other standardized interfaces. In addition SharePoint introduces a Representational State Transfer (REST) service, which can be exploited by Anywhere365.

Through the included Conversational API Platform (Anywhere365 Dialogue Studio) the Anywhere365 Dialogue Cloud can connect to any system and data source.



Setup, support, operate, and maintain the IVR systems and related call routing / mapping logic. This includes caller menu selections, all voice message scripts and prompts, and intelligent call routing or routing to call queues / Agents based on type or characteristics of inbound call. Make changes to the IVR system on a regular basis as required or as requested by Agency.

To increase the multiple levels of self service, supervisors/managers or administrators can manage the **OPTO4Contact** (Powered byAnywhere365) UCCs themselves. This is provided via the UCC Management web portal that provides role-based access to manage the individual contact centers, based on the permissions of that user.

OPTO4Contact (Powered byAnywhere365) is focused on knowledge transfer and are focused on having you perform many operational management functions yourself.

The Supervisor will be able to configure relevant components of their **OPTO4Contact** (Powered byAnywhere365) Unified Contact Centre. The intuitive portal allows for easy and efficient process to add/change agents and/or change their presence, review reports, adjust the IVR, skill (levels), status, busy codes etc. Please also check 2.1.9.

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

OPTO4Contact (Powered byAnywhere365) offers the functionality to configure multiple types of messages. A notification can be played to the calling party that he/she will be redirected to another queue. All audio messages are freely adjustable. At the same time the philosophy of **OPTO4Contact** (Powered byAnywhere365) is to minimize unnecessary dialogues and to route a call to an available and skilled agent instantly. Multiple options are available: greetings, information, music, jukebox, call-back offer, group-voicemail option, queue estimates, overflow to other queue, overflow to mobile, etc.

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

Changes are made in the **OPTO4Contact** (Powered byAnywhere365) UCC management portal by supervisors or admins. Access to the portal is role-based. Approval process configuration is responsibility of the agency.

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

In **OPTO4Contact** (Powered byAnywhere365) an Emergency Contact Centre Instance can be pre-configured and set

on hot-standby. Initiating this "emergency mode" can be enabled via an authorized person. If desired, this can even be done by calling a specific number, that automatically engages the Emergency Contact Centre protocol. This is done by configuring the queue3 message on the fly in the IVR section of the UCC Management portal. This message will then be played to everybody in the queue after they have been processed.

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

Yes. Anywhere365 offers premium plus support. Please check SLA document enclosed with the submission. First and 2nd line support will be done by SCB global whereas, 3rd Line on **OPTO4Contact** (Powered byAnywhere365) would be handled by AW365 Team.

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

Yes. Changes are made in the UCC management portal by supervisors or admins. Each stage agency appoints one or multiple supervisors or admins to make changes to the UCC.

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

The **OPTO4Contact** (Powered byAnywhere365) Dialogue Cloud platform is architected for Azure, leveraging the Azure regional low-latency network infrastructure and Availability Zones. These Availability Zones are unique physical locations within an Azure region. Each zone is made up of one or more datacenters equipped with independent power, cooling, and networking. With the Anywhere365 component in multiple Availability Zones, there is always a failover.

1.4 Reporting & Analytics

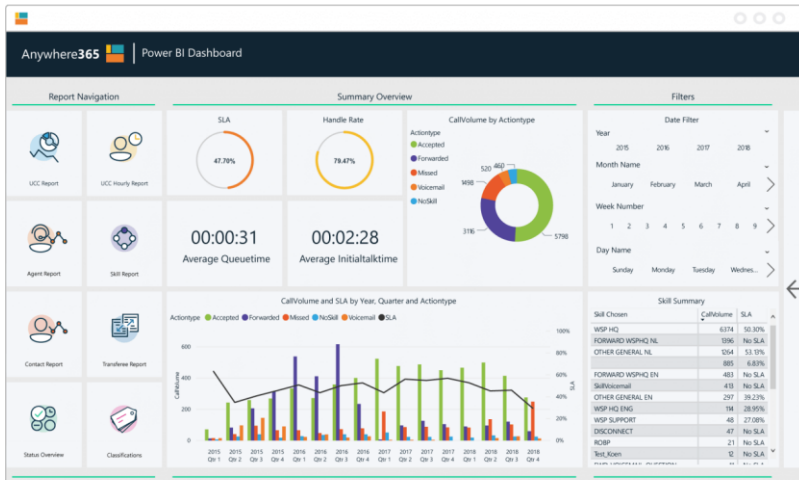
The Service provider's solution addresses the requirements in this section with the following:

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

OPTO4Contact (Powered byAnywhere365) has many standard reports available that leverage Power BI. They offer a complete business intelligence suite to monitor the platform, find bottlenecks and optimize operations. This includes (but not limited to): Agent reports, Contact reports, Transfer reports, Customer Journey Reports, Agent Scorecard Reports, KPI Reports, SumGTAY Reports, Skill/Departmental Reports, Conversation Type Reports, Leverages SQL Reporting, Power BI & many more. Data also available to be used within customer's own reporting mechanisms or analyzed with third party data analytics packages like Tableau/Qlikview.

In addition, all information is available to make custom reports and are readily available to be included in your own reporting processes. The dialogue repository contains all information related to the call, the queue, talk, hunt times, the jumpers to the choices of the client in the IVR and waiting times. Everything that can be logged is available for further use. All information regarding the agent and information from all phones and events during the call are recorded in a SQL Online, making it available for further reporting.

For every UCC, an internal SLA can be configured. As an example, if waiting time exceeds the agreed upon KPI in the SLA, a message can be sent to the supervisor to add additional agents.



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

Historical reports are described with 2.4.1. The Real Time Wallboards provides the current status of a Universal Contact center (UCC). SumGTay details of each call are shown as well. There are many different versions of the wallboard. E.g. upper management may want to see the overview wallboard of all the UCCs, while a supervisor of one individual call center will just want to see the wallboard of their UCC.

The Inflight Wallboard is a graphical interpretation of the UCC's displaying real-time information about Agents and Queues. The information adapts itself, to rate of active conversations. At one glance the Wallboard gives insight on the real-time stats. Every viewer can see the real-time statistics, just by looking at the screen.

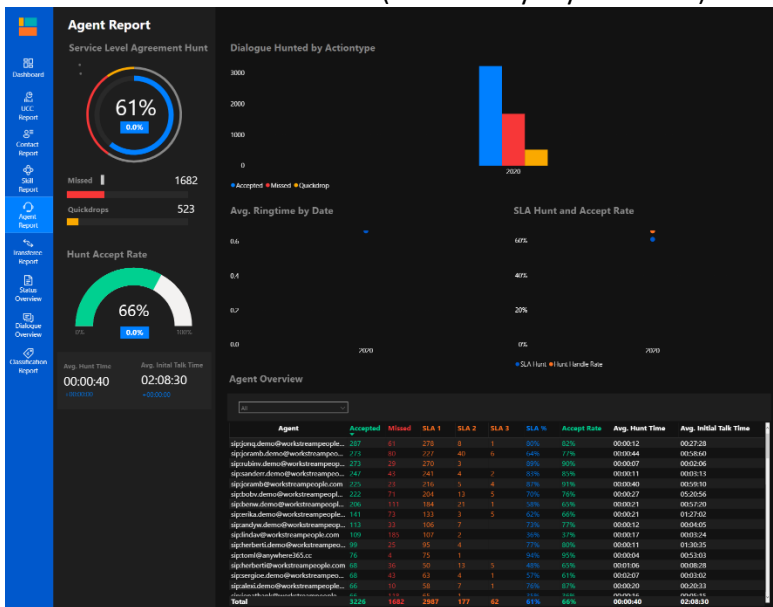
The wallboard shows the following information:

- the number of people waiting and waiting time of the longest waiting per channel/queue
- number of logged in and number of available agents
- the number of 'calls' received per channel
- the number of abandoned 'calls' per channel
- the service level percentage per channel



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

This is standard **OPTO4Contact** (Powered byAnywhere365) Real time reporting functionality.



Ability for Agency to define, build and run custom reports supporting business requirements. All information is available to make custom reports and is readily available to be included in your own reporting processes. The dialogue repository contains all information related to the call, the queue, talk, hunt times, the jumpers to the choices of the client in the IVR and waiting times. Everything that can be logged is available for further use. All information regarding the agent and information from all phones and events during the call are recorded in a SQL, making it available for further reporting. The Data also available to be used within customer’s own reporting mechanisms and can be analyzed with third party data analytics packages like e.g. Tableau/qlikview. Provide for real-time access by Authorized User to reporting systems.

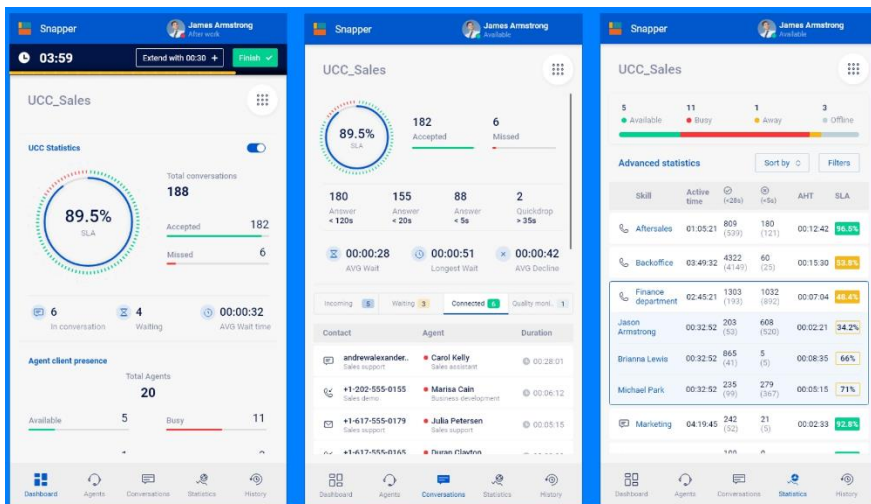
Yes. Access rights are added to SIP addresses. For authorized users to have access to the **OPTO4Contact** (Powered byAnywhere365) Reporting portal.

Allow agent to view their individual call metrics (real time, historical and baseline) on their desktop. **OPTO4Contact** (Powered byAnywhere365) offers this through the Inflight Snapper. The Snapper is a personal dashboard for the contact center agent and supervisor, which is added to the Teams client, that allows queues and agents to be monitored real-time.

The Inflight Snapper docks to the user’s Teams client and provides them with the functionality to become a UCC agent or supervisor. Regardless of their location and desktop or mobile device. Also, we’ve found that the user-friendly visual integration is more than appreciated by our customers.

As a user, you have access to:

- Dashboard – real-time view of UCC performance including SLA, AVG Queue time, Accepted/Missed calls, etc.
- Agent Overview – all active UCC agents with presence, picture, name and reason code (when applicable).
- Calls Overview - real-time overview of all current calls connected to the UCC, including queued calls.
- Settings – ability to manage the Inflight Snapper options

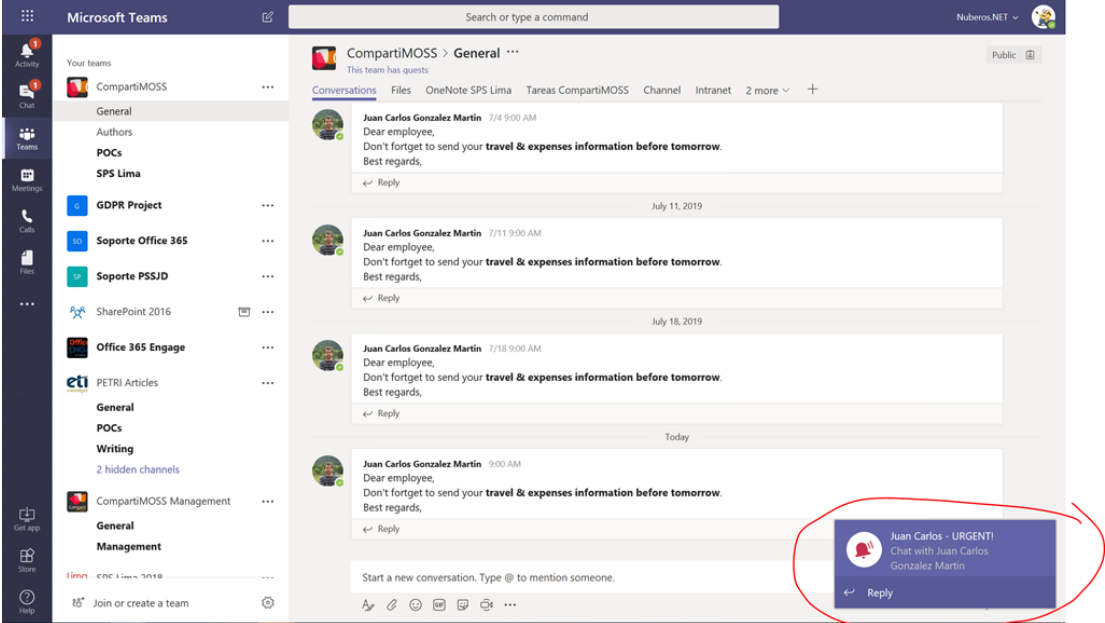


Ability to change reporting metric requirements for different skillsets.

This is standard **OPTO4Contact** (Powered byAnywhere365) Reporting functionality.

Ability to prompt messages on agent desktop displays.

Collaboration is part of the default Microsoft Teams functionality.

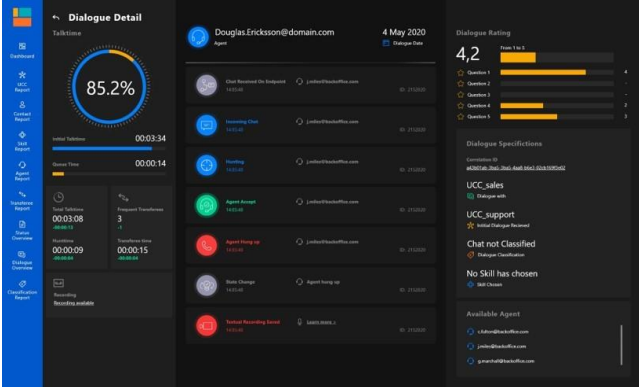


In addition, When using the **OPTO4Contact** (Powered byAnywhere365) WebAgent in combination with a CTI plugin (Dynamics365, Salesforce, ServiceNow, SAPC4C), the WebAgent will automatically open the contact/account when an incoming conversation is received. Additionally via a single click a Case/Ticket can be opened. Alternatively, it is also possible to receive information from a CRM system and display that information directly into the WebAgent.

Ability to provide an Agent Report that tracks the entire Agent call flow for any single call. This will be visible in the **OPTO4Contact** (Powered byAnywhere365) WebAgent, integrated with CRM record of customer.



An individual report of the conversation can be found in the Reporting portal.



Ability to export raw contact center analytics data for use.

Yes. As described with requirement 2.4.4.

Provide access to application historical data for 37 months, agent historical data for 13 months. This is standard **OPTO4Contact** (Powered byAnywhere365) Reporting functionality.

1.5 Call Recording & Basic Quality Management

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

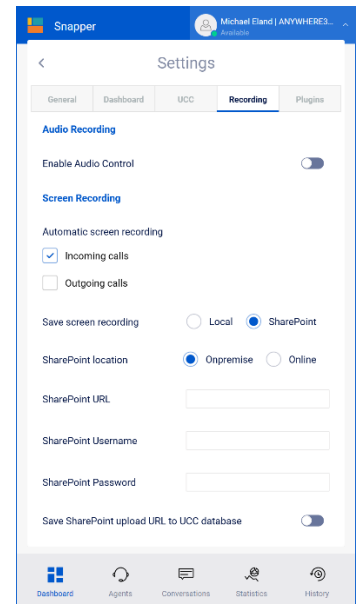
Call Recording

1.5.1.1 Provide 20% random call recordings and screen capture per agent per day.

OPTO4Contact (Powered byAnywhere365) has a rich featured End-to-end Call Recording solution built in the platform, at every stage of the call. With **OPTO4Contact** (Powered by Anywhere365), it is possible for any diverted or forwarded call to be recorded, even if the conversation leaves the organization, or the original call is transferred to a mobile number, external service or external contact center. With **OPTO4Contact** (Powered by Anywhere365), it is possible to record calls, end-to end. These calls can be stored as a voice document at any location that can be reached by the Anywhere365 environment. These records can be accessed directly or through the reporting portal.

Anywhere offers the following recording options:

- Record conversations all or per UCC. Afterwards it is possible to make a query that, for example, x% of the calls are listened to (and the rest is removed).
- Manual recording (pause & stop) in the Inflight Snapper (start recording is in development)
- Manual recording (pause & stop) in the WebAgent



With the Inflight Snapper and Microsoft Encoder, agent’s client-side screen recording can be enabled, stored to a SharePoint library. The screen of an agent and all his actions are recorded in HD and can be played back as a video. The screen recording starts automatically when a call is accepted and stops automatically when a call is terminated on the agent's screen. Screen recording is only available for computers running Windows 7 or higher.

1.5.1.2 Provide online storage to hold at the minimum two calendar months of recordings per agent.

Agency is responsible for data storage as it is stored in SQL and SharePoint online of MS Azure environment of Agency.

1.5.1.3 Provide interface to archive recordings to GTA or Agency provided storage.

Agency is responsible for data storage as it is stored in SQL and SharePoint online of MS Azure environment of Agency. **OPTO4Contact** (Powered byAnywhere365) can offer direct access to recordings in SharePoint or through

Reporting portal. Recordings can also be stored in customer record in CRM.

1.5.1.4 Provide a method for appropriately adjusting monthly online storage needs.

Agency is responsible for data storage as it is stored in SQL and SharePoint online of MS Azure environment of Agency.

1.5.1.5 Ability to barge-in a call, coach, conference or take over call and record it.

OPTO4Contact (Powered byAnywhere365) offers supervisor supporting functionalities as described with requirement 2.2.7 (this includes barge-in, coach, conference and take over). Recording options as described with requirement 2.5.1.1

1.5.1.6 Ability to listen to a call at any point during the call.

This is standard **OPTO4Contact** (Powered byAnywhere365) functionality.

1.5.1.7 Ability to record one agent during workday and not impact the 20% recording time

OPTO4Contact (Powered byAnywhere365) offers recording options as described with requirement 2.5.1.1

1.5.1.8 Ability to listen to recorded calls from any location (web-based call recording)

Agency is responsible for this, as recordings are stored in SQL and SharePoint online of MS Azure environment of Agency.

1.5.1.9 Ability to email downloaded recordings.

Agency is responsible for this as recordings are stored in SQL and SharePoint online of MS Azure environment of Agency.

1.5.1.10 Ability for agent to initiate recording their own all

Yes, as described with requirement 2.5.1.1:

- Manual recording (pause & stop) in the Anywhere Inflight Snapper (start recording is in development)
- Manual recording (pause & stop) in the Anywhere365 WebAgent

1.5.1.11 Ability to search recordings by filters

OPTO4Contact (Powered byAnywhere365) records the complete customer journey, from the moment the caller presses dial to the moment they hang-up. Next to the voice recording the data that is stored includes (but is not limited to):

- Phone number caller (can be anonymized).
- IVR choices
- Transfer details
- Timestamps (incoming, queue, hold, pick-up etc.)
- Sip address Agent
- Agent ID where applicable
- CRM information

The recorded and stored interactions can be retrieved on a later date, with a defined retention period for security, compliance or evidential purposes. **OPTO4Contact** (Powered byAnywhere365) reporting allows full access to each (recorded) conversation, including time-stamps, users, actions, etc. Directly on the SharePoint Recording List environment or via PowerBi reporting portal. There is no need for additional playback software as call recordings are stored as wav files and therefore the Supervisor can have access to all recordings and can easily search for and play them back.

1.5.1.12 Have the ability to administer call center recordings based on agent. Be able to designate 100% recordings or unique amount separate from standard recording environment, per agent.

Yes. **OPTO4Contact** (Powered byAnywhere365) offers recording options as described with requirement 2.5.1.1

Customer Surveys

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

OPTO4Contact (Powered byAnywhere365) offers the Quality Monitor capability for measuring the quality of a dialogue by the Customer, also known as Agent Rating. At the end of a conversation (via mobile, telephone or webchat) the caller can be forwarded to the quality survey that can ask multiple questions. The customer provided quality ratings are immediately available in the dialogue intelligence suite. The information could also be written back to a backend system (CRM/ITSM) and be used in future incoming calls.

1.6 Network & Transport

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

Toll-Free service requirements

Service Provider needs to include toll-services on a per-minute and inclusive to the per-seat pricing model. SCB Global can confirm that they are fully compliant with this requirement and will supply per minute and inclusive per-seat pricing model

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

Yes, SCB Global will provide this

1.6.1.2 Provide inclusive inbound and outbound toll-free services

Yes, SCB Global will provide this

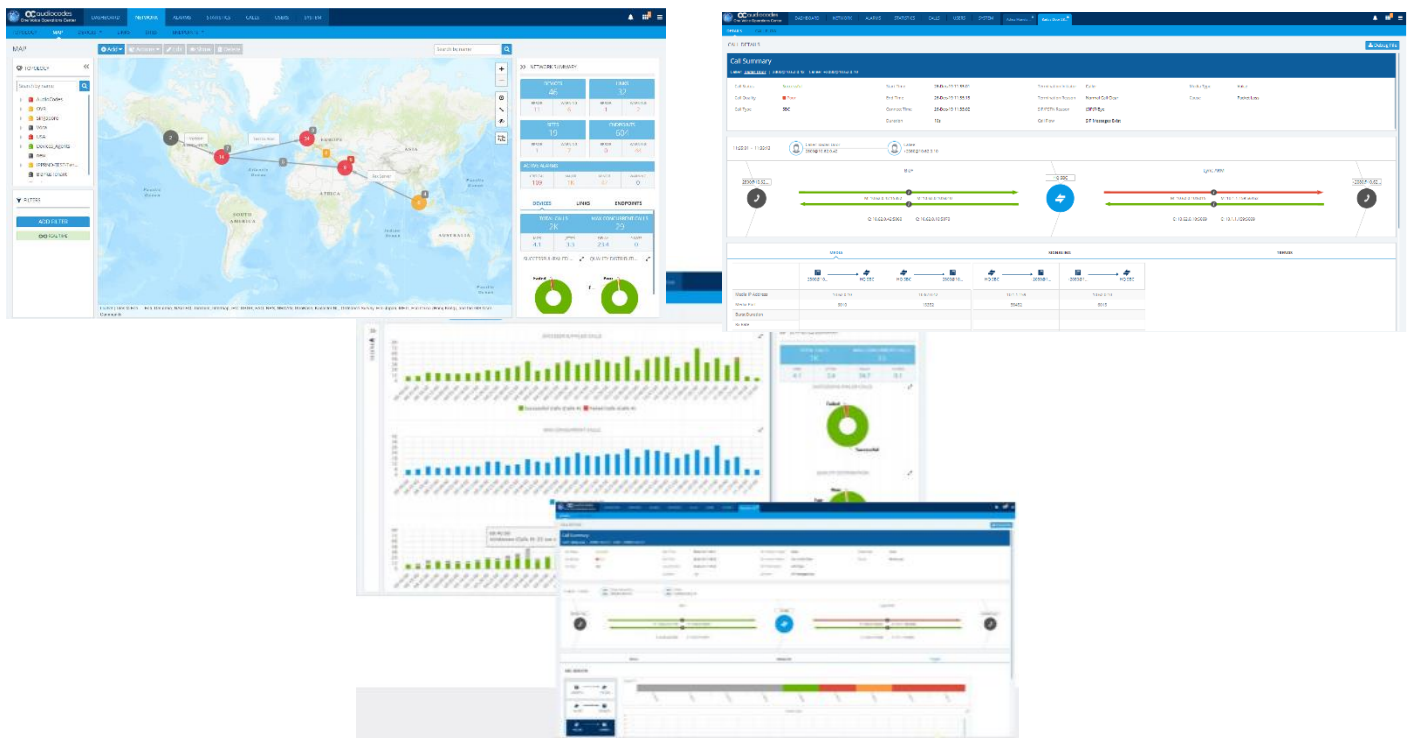
Trunking Requirements

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

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

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

A holistic, centralized life-cycle management and voice network design application (OVOC) for entire service including voice gateway device located globally.



- Voice quality issues Identified and mitigated before they affect services using real-time network view and quality alerts
- Rapid voice quality and call control analysis
- Options to troubleshoot quality issues and drill down for simple and effective root cause analysis
- Pattern detection and network planning via advanced reporting tools

Service Availability is defined as the ability of a Service to perform its required function over a stated period of time. It is reported as the percentage of time that a Service is actually available for use by the Customer within agreed Service Hours. Availability is calculated as:

$$\frac{\text{Total number of minutes in the measurement period} - \text{Unplanned Downtime}}{\text{Total number of minutes in the measurement period}} \times 100$$

Note: If a Service is partially available then the Unplanned Downtime shall be calculated in equal proportion i.e. if a service is 50% available then the unplanned downtime will be calculated as 50% x elapsed period of the incident.

SIP TRUNKING CALL QUALITY PERFORMANCE

As a means of determining and measuring the call quality of the SIP Trunking service, SCB measure the call quality of calls passing through the SIP core IP network and Session Border Controllers (SBCs).

The performance is measured using Perceptual Evaluation of Speech Quality (PESQ) score that cover a scale from 1 (bad) to 5 (excellent) for call quality. The SCB IP Voice Product suite supports the following codecs, G.711 and G.729 for external call termination.

The PESQ score targets for the supported CODECs for the SCB SIP trunking products are as follows:

| Codecs | Mean Average PESQ Score | Period |
|--------|-------------------------|--------------------|
| G.711 | 4.1 | One Calendar Month |
| G.729 | 3.7 | One Calendar Month |

The targets are measured from probes within the SCB Network auto generating test calls every 10 minutes through the SIP Trunking network infrastructure. These performance measures apply to the performance provided within the core SCB network.

More detailed reports on service monitoring and operation that SCB offers as part of the service can be found in the document below:



Reports on
OVOC_SCB.pdf

With SCB you are guaranteed to receive a complete end-to-end managed service to ensure that you never miss a call. This is twinned with our exceptional customer service, and a dedicated account team, supporting you through every step of the on-boarding process and throughout the life of the contract. This ensures you are at complete peace of mind to enjoy the ultimate unified communications system connecting your employees and your customers seamlessly.

Data network requirements

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

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

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

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

Before we deliver any project our best practice is to ensure that the environment, they are being deployed into is fit for purpose.

In order to do this, we offer a detailed Readiness Assessment of your current environment. Using our proven methodology, we will do the following:

- Investigate all relevant aspects of your network and end-user compute infrastructure
- Deliver a detailed report with our professional recommendations
- Provide you with an action plan

For the customer side – at a high level, we will work with a nominated IT personnel to ensure the following is in place:

- 1) Make sure your network is ready: conduct a network assessment exercise as recommended by Microsoft. As traffic congestion across a network will greatly impact media quality. A lack of bandwidth leads to performance degradation and a poor user experience. As Teams adoption and usage grows, use reporting, per-user call analytics, and Call Quality Dashboard (CQD) to identify problems and then make adjustments using QoS and selective bandwidth additions.
- 2) Select a QoS implementation method: Implement QoS via port-based tagging, using Access Control Lists (ACLs) on your network's routers. Port-based tagging is the most reliable method because it works in mixed Windows, Mac, and Linux environments and is the easiest to implement. Mobile clients don't provide a mechanism to GTAK traffic by using DSCP values, so they will require this method.
- 3) Choose initial port ranges for each media type

Recommended initial port ranges

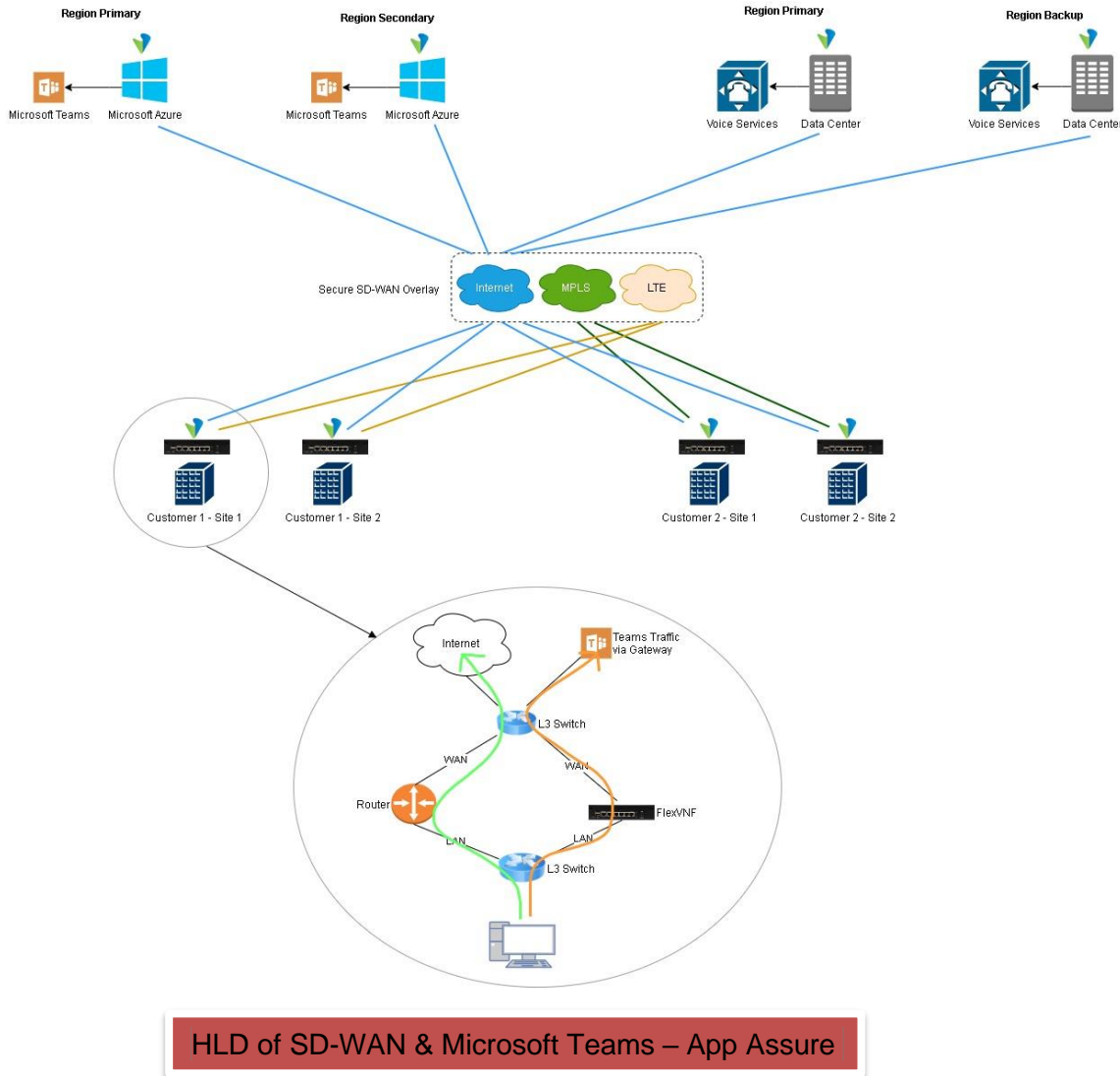
| Media traffic type | Client source port range | Protocol | DSCP value | DSCP class | |
|----------------------------|--------------------------|----------|------------|----------------|------------|
| Audio | 50,000–50,019 | TCP/UDP | 46 | Expedited (EF) | Forwarding |
| Video | 50,020–50,039 | TCP/UDP | 34 | Assured (AF41) | Forwarding |
| Application/Screen Sharing | 50,040–50,059 | TCP/UDP | 18 | Assured (AF21) | Forwarding |

- 4) Implement QoS settings:
 - i) On clients using a GPO to set client device port ranges and GTAKings
 - ii) On routers (see the manufacturer documentation) or other network devices. This may include port-based ACLs or simply defining the QoS queues and DSCP GTAKings, or all of these.
 - iii) Set how media traffic for Teams meetings would be handled
- 5) Validate QoS implementation by analysing Teams traffic on the network.

To conclude, SCB would keep the following guidelines in mind:

- The shortest path to Microsoft 365 is best
- Closing ports will only lead to quality degradation
- Any obstacles in between, such as proxies, aren't recommended
- Limit the number of hops:
 - Client to network edge – 3 to 5 hops
 - ISP to Microsoft network edge – 3 hops
 - Microsoft network edge to final destination – irrelevant

Any existing circuits would be managed by Azure hosted SASE enabled **OPTO4Edge** service



SCB Global believes that networks exist to connect users to services and applications, and network design should start with those services at the core. Legacy WAN architectures are simply not up to the task of supporting digital transformation trends such as cloud-first and mobility-first architectures. Organizations need to embrace a software-defined Enterprise to achieve optimal application performance. With SCB Global’s service provider SD-WAN & SD-Security platform (powered by Versa Networks), enterprises benefit from a carrier-grade routing support with optimal traffic flow to SaaS application such as Office 365, Salesforce etc and apply optimal multi-dimensional policies—for best path selection, QoS, security—and guarantees consistent security posture and application performance. Furthermore, built-in intelligent routing of advanced routing protocols which are crucial for WAN and LAN network agility; these include Static, OSPF, BGP, MP-BGP (MPLS based L3VPN, MPLS based EVPN, VXLAN based EVPN), RIP, IGMP, PIM, VRRP, PBR (policy-based routing). Bi-Directional-Forwarding (BFD) that can be used with routing protocols such as BGP to monitor control plane health checks and provide sub-second failure convergence.

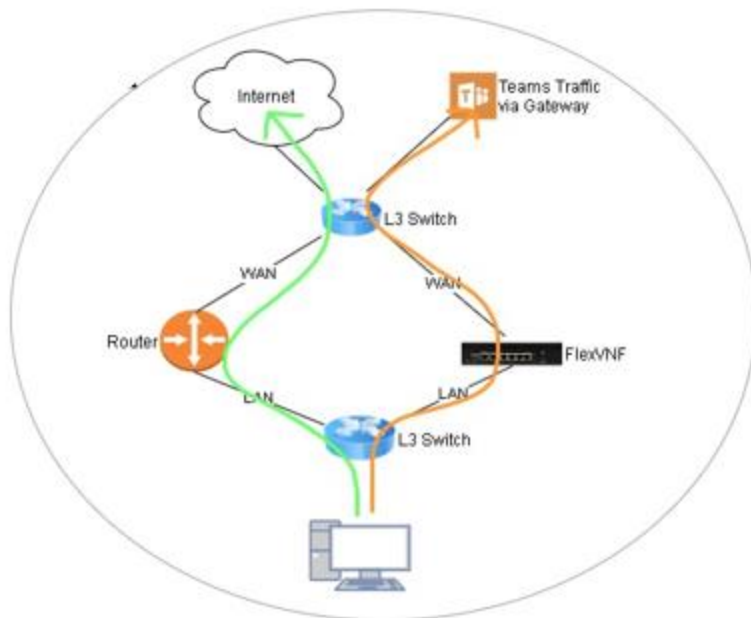
SCB Global’s Intelligent Routing, carrier-grade UCaaS, CCaaS, SD-WAN & SD-Security all-in-one platform takes distributed, software-defined networking and routing to an entirely new level by speaking the language of applications. Our **OPTO** solution simplifies the traditional method of routing by IP and instead

applies a mindset of “routing with words” that it calls Optimized Session technology. Session SGTAt increases network simplicity and agility by eliminating VPN tunnels, reducing bandwidth up to 30 percent and providing session-awareness between endpoints.

SCB Global Optimizes Session Technology adheres to the key Microsoft 365 networking constructs and follows the requirements under the Microsoft 365 network connectivity principles to ensure that it efficiently and intelligently:

- Identifies Microsoft 365 network traffic using Microsoft recommended endpoint API.
- Allows local branch egress of Microsoft 365 network traffic to the internet from each location where users connect to Microsoft 365.
- Allows Microsoft 365 traffic to bypass proxies and packet inspection devices.
- Prioritizes Microsoft 365 traffic to avoid congestion.

When users from the SD-Branch need fast and scalable network access to Microsoft 365 applications, SCB Global can facilitate secure local and direct Internet egress to those applications, unlocking optimal performance and enabling economic savings of native Internet connectivity with scalability to thousands of customer locations. This seamless experience is all done while providing reduced IT costs for hardware overhead and continuous SD-WAN high-speed session failovers to additional internet circuits in case of failures.



SD-WAN & Microsoft Teams – Site Level

The above Bubble up diagram illustrates how **OPTO4Teams** & **OPTO4Contact** traffic and SD-WAN edge device would operate at agency sites.

VPN / Security for Transport

1.6.1.9 Provide end-to-end network security and monitoring

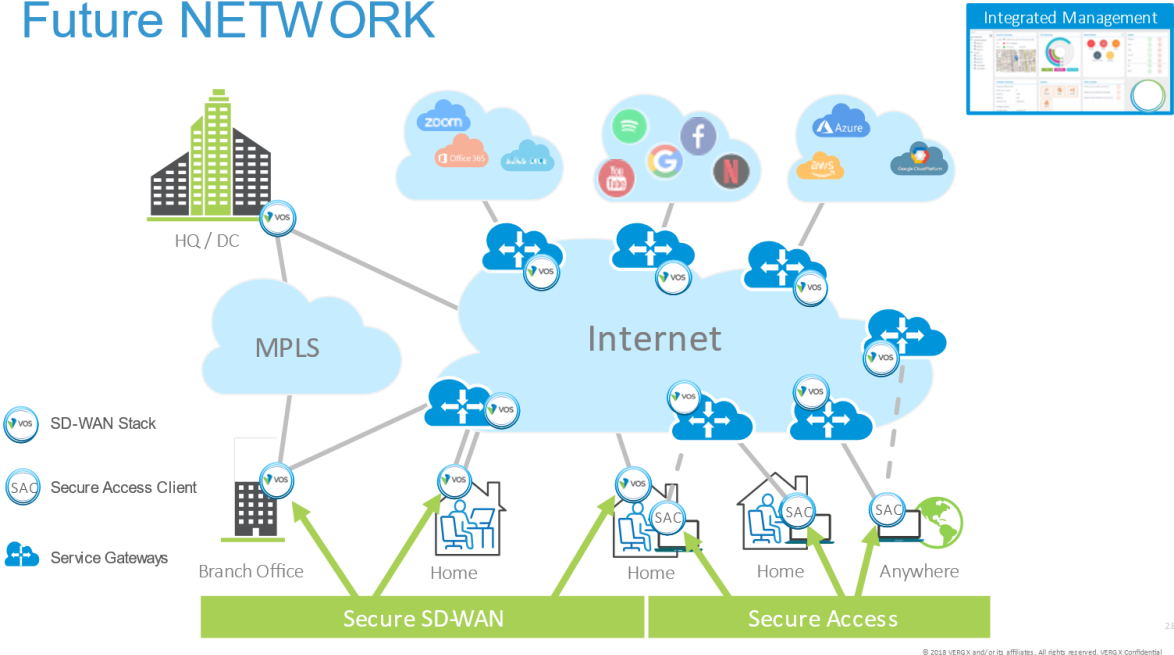
1.6.1.10 Provide Virtual Private Network VPN access

Modern businesses need to move, change and adapt quickly. Enterprises that SCB have worked or working with, all place their agility around technology and software at the forefront of their IT strategies in terms of how hybrid and remote workers will be utilized, thus office connectivity is just as important as home connectivity. We are now increasingly seeing enterprises to operate a hybrid workforce promoting Work-From-Anywhere culture. As a result, the corporate network and edge is already indicating a shift from centralized location to disparate environments. Business users reliance over the company’s ethernet line provider to operate their UCaaS, CCaaS & business productivity applications would diminish greatly. Therefore, SCB Global’s underlay (connectivity) agnostic **OPTO4Edge** would be an ideal candidate for such scenarios to provide a ‘third-eye’ to IT personnel into the business user’s consumer grade home network.

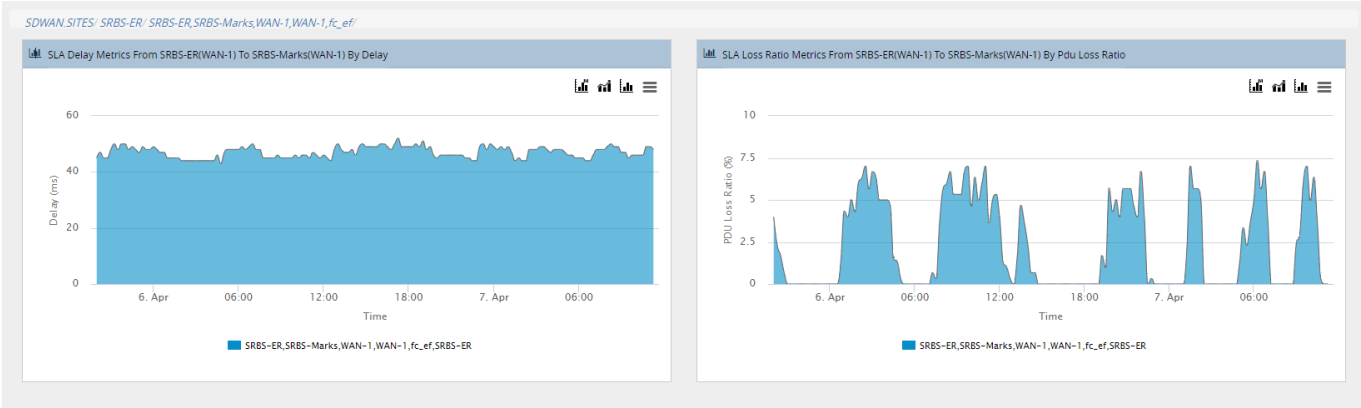
SCB Global’s **OPTO4Edge** (Powered by Versa) is a fully SASE enabled service:



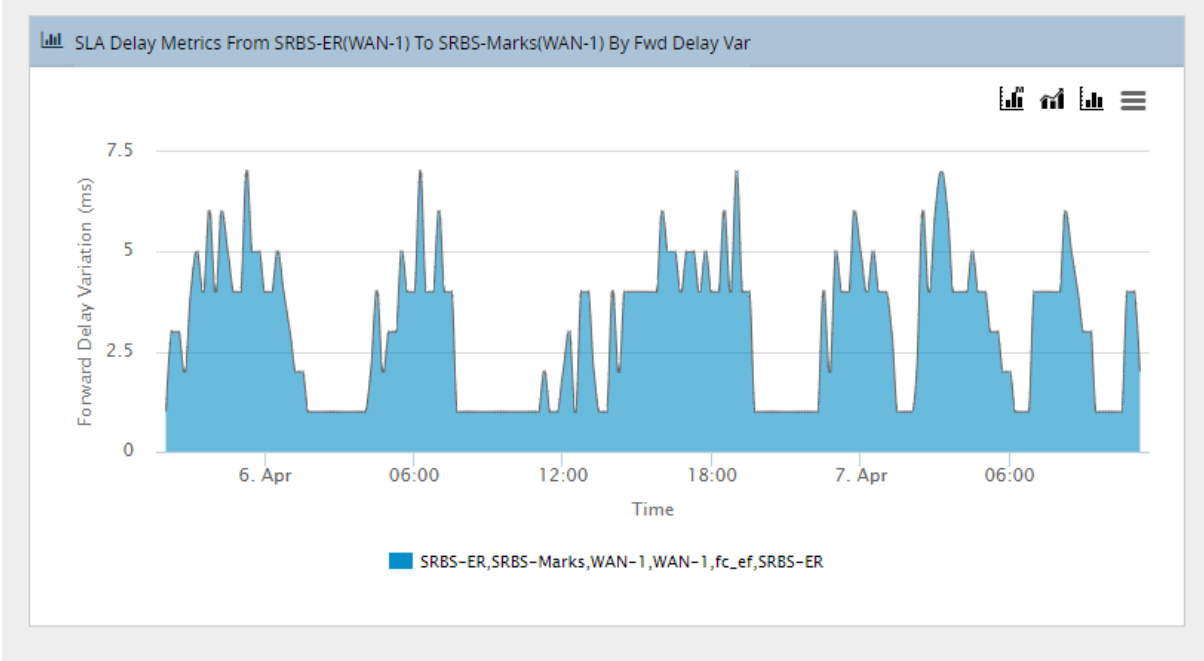
Future NETWORK



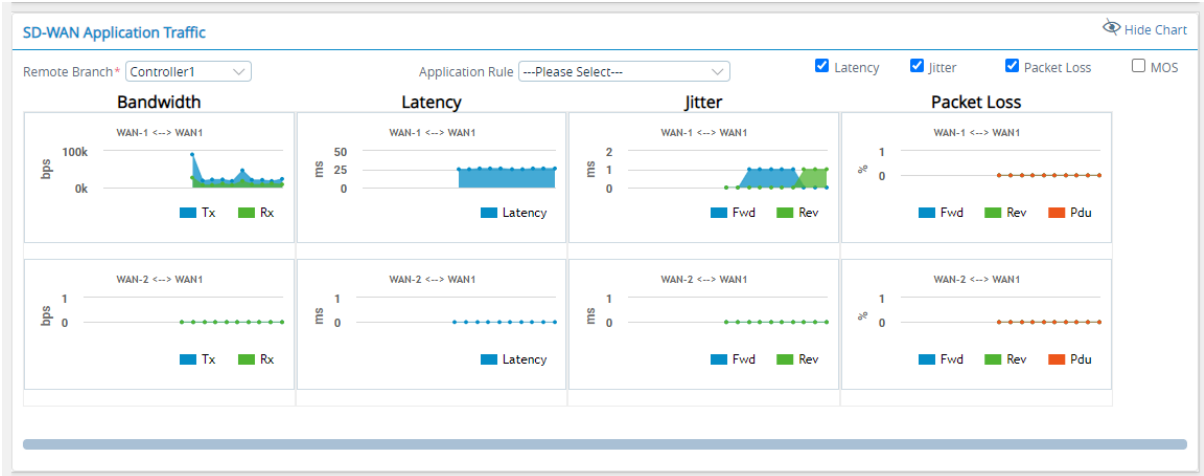
Below are some example reports of how SCB Global can add value to proactively monitor, optimize and secure a GTA agency user, whether in a corporate network environment or a home network environment:



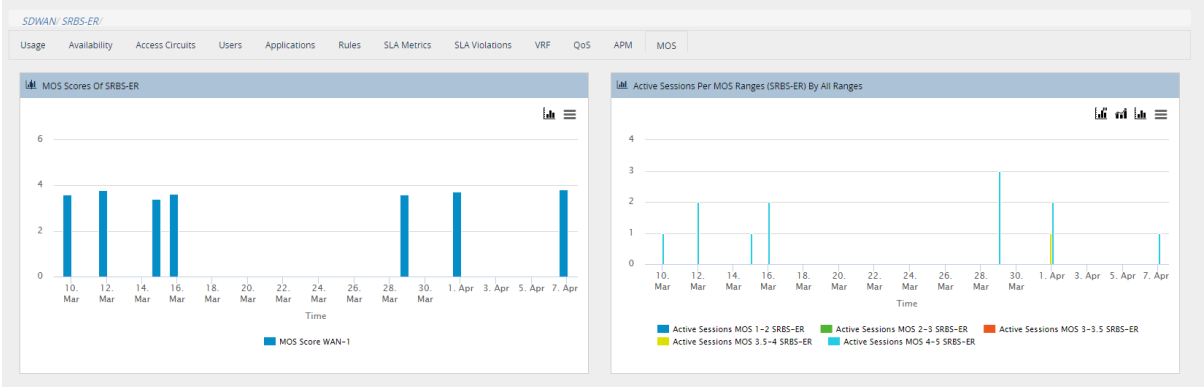
PDU Loss Ratio Example Report



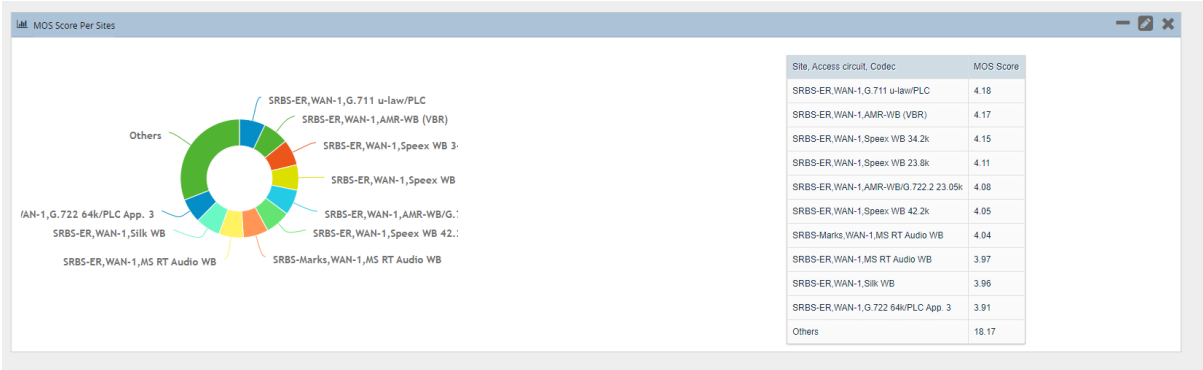
Forward Delay Variation Example Report



Jitter, Latency, Packet Loss Example Report



MOS Score Example Report



MOS Score Per Site Example Report

The base features for each offering include routing, industry leading SD-WAN, and L4 security. Some key differentiating add-ons include:

- **Advanced Security** includes NGFW, IDS/IPS, and other key security features.
- **High Availability** includes 2 HW appliances at each location configured so that if one of the devices fails there is no disruption at that site.
- **App Assure** is enabled at a site to provide reliability and performance for an application such as Voice or Video. For example, a voice call from a branch with 2 WAN connections, will stay up in the event of a WAN failure at that site.
- **Secure Access** secures a remote worker device through encrypted connection to company’s SD-WAN network

Feature Matrix Below:

| Secure SD-WAN Features | Home | Pro | Enterprise |
|-----------------------------|----------|----------|------------|
| Tiers / ThroughPut | up to 1G | up to 1G | up to 20G+ |
| Base Router | ✓ | ✓ | ✓ |
| ZTP/Remote Management | ✓ | ✓ | ✓ |
| Site 2 Site VPN | ✓ | ✓ | ✓ |
| L4 Stateful Firewall / DOS | ✓ | ✓ | ✓ |
| Multiple WAN Links | 2 | 2 | 2+ |
| SD-WAN Traffic Engineering | ✓ | ✓ | ✓ |
| SaaS Optimization | ✓ | ✓ | ✓ |
| Managed, Analytics, Reports | ✓ | ✓ | ✓ |

| Support | 24x7 | 24x7 | 24x7 |
|--------------------------------|------|------|------|
| Hardware Appliance | √ | √ | √ |
| Service Levels | √ | √ | √ |
| NGFW * | √ | √ | √ |
| LTE / WiFi * | √ | √ | √ |
| Advanced Security (UTM / AV) * | √ | √ | √ |
| App Assure * | √ | √ | √ |
| Remote VPN * | √ | √ | √ |
| Advanced Routing | | | √ |
| Service Chain / Gateway | | | √ |
| Virtual / Cloud | | | √ |
| FEC, Cloning, Striping | | | √ |
| High Availability * | | | √ |
| * available as add-on features | | | |

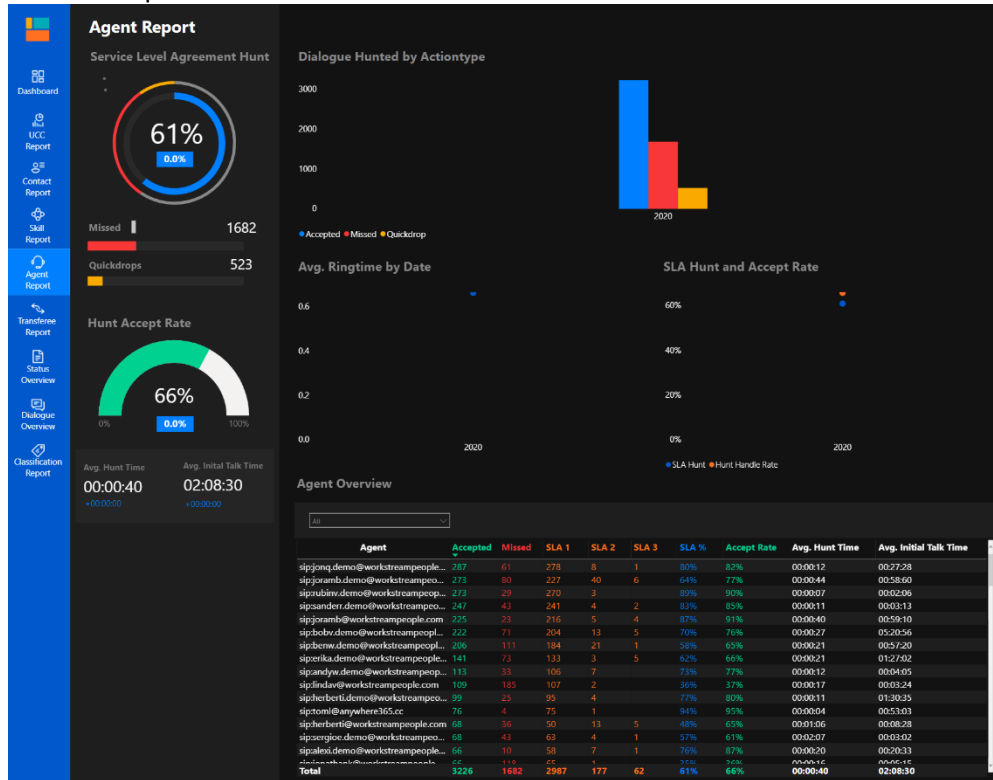
2.0 Enhanced Contact Center Services

2.1 Enhanced Quality Management

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

Role based score cards with key performance indicators

OPTO4Contact (Powered byAnywhere365) offers agent scores in the PowerBI reports, where performance of agents can be compared.



Integrated Learning Tools

OPTO4Contact (Powered byAnywhere365) brings dialogue management to the next level with AI by integration with Azure Cognitive Services. By using Azure’s self-learning ability, the system is loaded with the WebChat history and analysed, chat by chat, to build the list of possible phrases and the skill that was used to answer in the past. This way the system learns all possible phrases and all probabilities that a certain skill is required to answer. The system keeps learning as new chat history is added, further increasing its accuracy.

Below you will find a couple of examples of how **OPTO4Contact** (Powered byAnywhere365) uses AI in regards to the required features

- Replacing IVR Processes to streamline call handling
 - IVR speech to text

Add the option to allow callers to speak to the IVR to select a choice. This can be just saying the choice option (One, Two, Three) or adding phrases to the options (Sales, Support, Other). The system is based on key phrase recognition, if the customer is friendly and answers ‘Support please’ it will still be recognized as option Support.

- Transcript

To quickly tag what is being said in a dialogue, both audio and text. By activating transcript, the audio files are

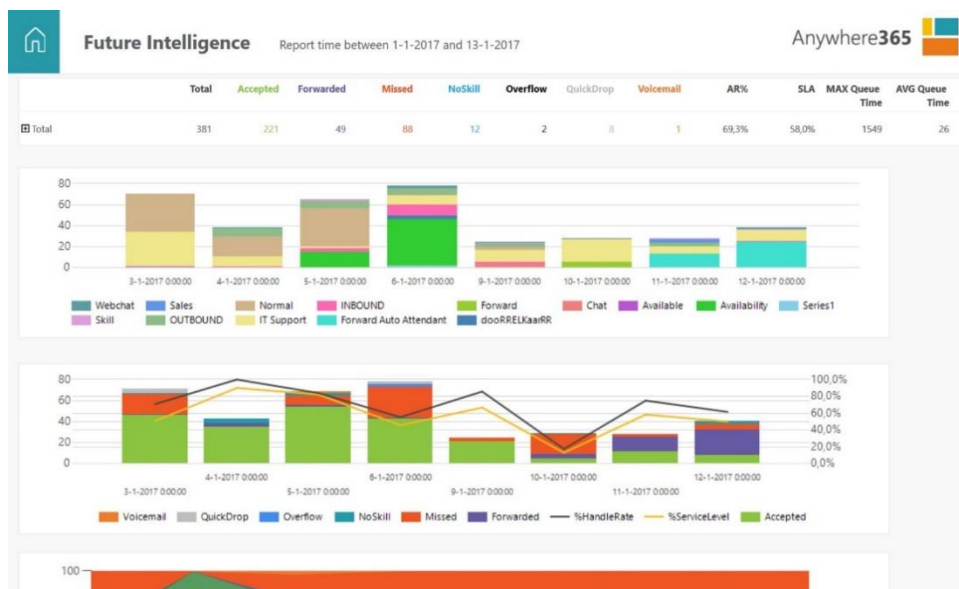
converted to text so you can later on search for specific keywords. Or use the files for Cortana Intelligence analytics.

- Emotion recognition

Language works on multiple levels. Where the transcript can tell you what is being said, it sometimes misses the emotion behind it. By letting the audio be analyzed on emotions, these can be stored in the database. This gives you a quicker way to find specific trends in emotion or let you search for specific audio recordings. For instance to monitor how Agents handle angry calls or if a customer is responding negatively to an automated system, the call can be rerouted to human operators and managers. Voice recognition can also be used to authenticate callers based on a stored “voice” fingerprint.

- Auto predict required staff levels:

By combining webchat communication with Machine Learning, you can predict with a certain amount of probability what the correct Skill or the preferred agent should be. You can then route the conversation to the right destination based on the customer’s input. Eliminating the need for an unnecessary menu or a whole team of operators just routing the customers. Reducing unnecessary dialogues and frees up resources. Combining this with call data information from the **OPTO4Contact** (Powered byAnywhere365) Reporting portal, provided through the Future Intelligence Report, will predict required staff levels for customer.



- Improved and automated skills based routing

As described above by combining webchat communication with Machine Learning, you can predict with a certain amount of probability what the correct Skill or the preferred agent should be. Therefore enabling skill based routing. You can then route the conversation to the right destination based on the customer’s input. Eliminating the need for an unnecessary menu or a whole team of operators just routing the customers.

Coaching Management Tools

Although **OPTO4Contact** (Powered byAnywhere365) is designed to automate agent adherence and guidance as much as possible, supervisors can take an active role in regularly monitoring agent conversations for coaching, quality assurance and compliance purposes. For contact centers or help desks that use Anywhere365 with Microsoft Teams as their unified communications (UC) platform, the InDialogue Bot provides supervisors with silent monitor, coaching (whisper) and call barge capabilities all from their standard Teams client.

Embedded within the standard Teams Client, the InDialogue Bot presents supervisors with a list of commands to

initiate call monitoring features. The listcalls command provides a list of active calls in the Unified Contact Center (UCC) that the supervisor manages. Once they select a call from the list, the supervisor is presented with an Active Call Control card with four options: Listen, Whisper, Speak and Take over.

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

OPTO4Contact (Powered byAnywhere365) lets you report on customer dialogues from initial contact to final resolution across the entire enterprise, not just the contact center. Our comprehensive business intelligence tools help you focus on the KPI's that will positively impact business workflows, improve customer service and streamline operations.

OPTO4Contact (Powered byAnywhere365) provides an advanced way to manage, track and monitor all the dialogue events within your business. Our sophisticated data mining and pattern tracking solutions allow for state-of-the-art business intelligence capabilities, such as the detection of dialogue patterns, capacity bottlenecks or compliance violations.

With Power BI you can create a dashboard in any style or form by combined with the advanced data of Anywhere365.

As described with 3.1.2, with **OPTO4Contact** (Powered byAnywhere365) it is possible to combine webchat communication with Machine Learning, to predict with a certain amount of probability what the correct Skill or the preferred agent should be. You can then route the conversation to the right destination based on the customer's input. Eliminating the need for an unnecessary menu or a whole team of operators just routing the customers. Reducing unnecessary dialogues and frees up resources. Combining this with call data information from the Anywhere365 Reporting portal, provided through the Future Intelligence Report, will predict required staff levels for customer.

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

OPTO4Contact (Powered byAnywhere365) can also integrate with custom applications based on Webservices, SQL, XML, open API or other standardized interfaces. In addition, SharePoint introduces a Representational State Transfer (REST) service, which can be exploited by Anywhere365.

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

Please check reply 3.2

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

OPTO4Contact (Powered byAnywhere365) does not offer a ticket system but can offer integration with ticketing system e.g. ServiceNow.

Allow the State of Georgia users/administrators to:

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

This is standard **OPTO4Contact** (Powered byAnywhere365) functionality as described with requirement 2.1.9

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

SCB Global would be able to provide assistance around this piece as the data produced for Contact Center is delivered in PowerBI which, the customer can utilize for their own customization and KPI purposes.

2.2 Enhanced Workforce Management

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

Provider should describe the workforce management capabilities within their offering

Ability to analyze customer interactions

Leverage call data to adjust scheduling.

Identify customer and employee behavior

Ability to perform short term and long-term forecasting

Provide for skills improvement and coaching

Provide data to forecast schedules for shift assignments

Solution Live transcription and Captioning services

Provide data of the proposed solution accuracy data

Immediate download of transcripts and notes

Easily integrated with LMS and customer relation solutions

OPTO4Contact (Powered byAnywhere365) offers the following workforce management functionalities: configuring agent working hours, call recording and real-time Quality Monitoring, supervisors and co-workers can listen in on calls, take them over or scale them up to create the best customer experience, but also for training purposes. In addition Anywhere365 has built comprehensive business intelligence tools that help you focus on the KPI's that will positively impact business workflows, improve customer service and streamline operations.

Sophisticated data mining and pattern tracking solutions allow for state-of-the-art business intelligence capabilities, such as the detection of dialogue patterns, capacity bottlenecks or compliance violations. We use Erlang-C to forecast the required amount of Agents during shifts.

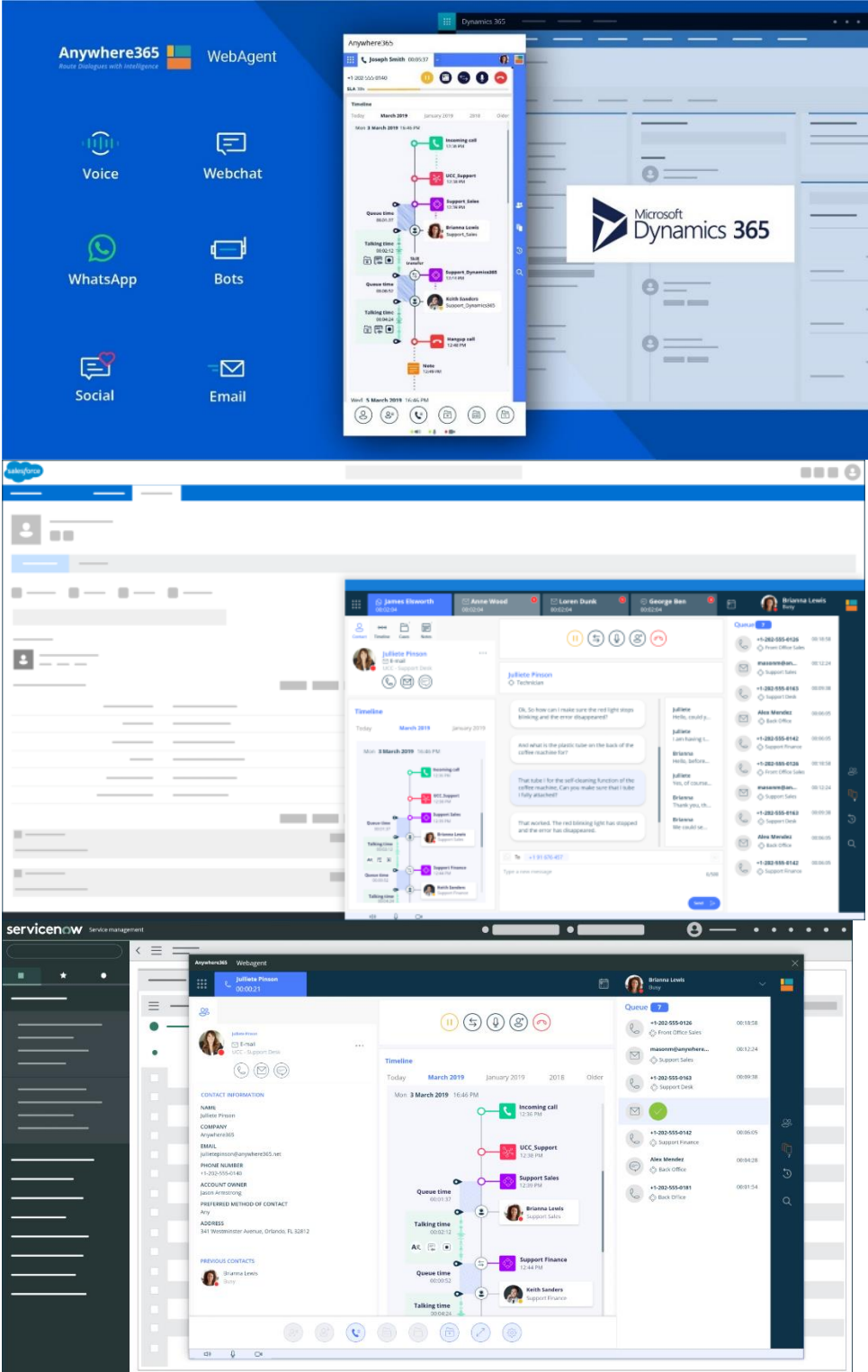
Next to the rich set of functionalities that **OPTO4Contact** (Powered byAnywhere365) offers out-of-the-box, for more advanced WFM functionalities, it is also possible to integrate with existing Workforce Management solutions, including (but not limited to) Verint, Injixo, Teleopti and MS Project, providing all required WFM specified above on a 'as needed' and 'per Agency' basis with associated cost savings.

2.3 Customer Relationship Management (CRM)

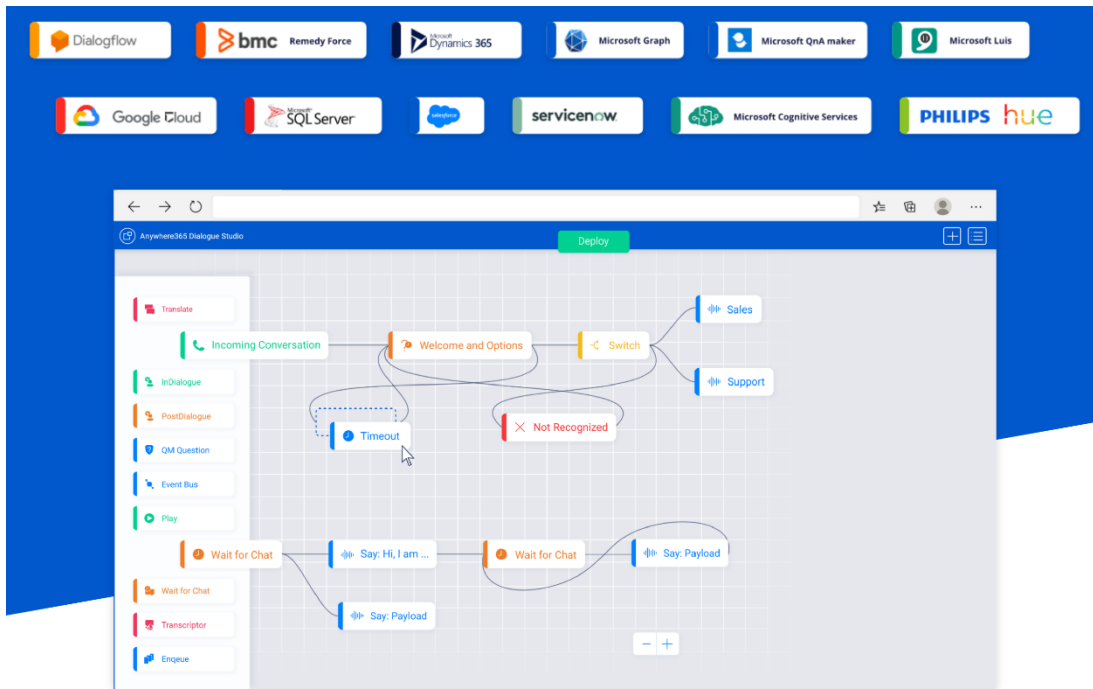
The Service provider's solution addresses the requirements in this section with the following:

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

The **OPTO4Contact** (Powered byAnywhere365) WebAgent is deployed without any desktop installation, making rollout and upgrades quick and painless. It runs in the Azure cloud and supports Dynamics 365 online, Salesforce, Office365 (Cloud PBX), Microsoft Teams and WebRTC voice. WebAgent is also available with native integrations to specific CRM, such as Salesforce, Microsoft Dynamics 365, SAP C4C and ServiceNow.



In addition, **OPTO4Contact** (Powered byAnywhere365) can also integrate with custom applications based on Webservices, SQL, XML, open API or other standardized interfaces. In addition, SharePoint introduces a Representational State Transfer (REST) service, which can be exploited by Anywhere365. Through the included Conversational API Platform (Anywhere365 Dialogue Studio) the Anywhere365 Dialogue Cloud can connect to any system and data source.



Provider should have the capability to migrate existing CRM data into a replacement option. SCB Global has the ability to lift and shift data from CRM to another which would be a professional services item based upon consultation exercise.

3.0 Transition Requirements

3.1 Setup & Transition

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

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

Program network-based routing.

Configure call prompts.

Configure transfer connect and advanced features.

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

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

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

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

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

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

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

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

Develop and implement procedures for re-routing calls in the event of center outages, emergencies, unexpected call volume spikes or overflows, or other unforeseen circumstances during transition.

Plan and changes are subject to approval by Agency.

This will be organized when SCB Global has been selected as preferred supplier. The above listed activities will be part of the Implementation and project plan.

SCB Global has developed a Service Transition Framework based on GTAket standards and their best practices gained from performing transitions & transformations over many years. Our Service Transition Framework is a global framework, allowing for all stakeholders to speak the same project language, understand the same deliverables and work in the same manner. This will not only provide transparency but also allows for the flexibility needed in the complex projects that these are.

The objective of project and transition approach is to ensure a well-managed and timely delivery of the service. SCB Global employs a systematic, organized methodology called the Service Transition Framework (STF) to transition and implement new service operations.

An outline diagram of the STF is shown identifying the expected transition management stages including their high-level deliverables. Every stage ends with a Toll Gate review requesting the joint GTAs & SCB Global approval and

signoff to go into the next stage, thereby providing a quality-controlled execution.

The STF is aligned with PMI & Prince2 best practices. SCB Global have the Tools, Processes, Templates all to hand for our Project Managers to tailor these for each engagement and deliver a successful transition. The benefits of using the STF are:

- Common language and definitions set, enabling clear communication, supporting training & guidance for (new) employees and assure program continuity through resource exchangeability.
- A standard (low risk) method for the Transition from the existing situation (Current Mode of Operation) to the new outsourced situation (Future Mode of Operation).
- Processes, tools and templates for efficient and consistent (across the globe) execution due to implemented best practices and central coordination.
- A flexible solution which can be tuned to the contract scope and Client situation.
- A standard model for Transitions, constantly improved by centrally maintained lessons learned and best practices.

The use of the STF will allow us to:

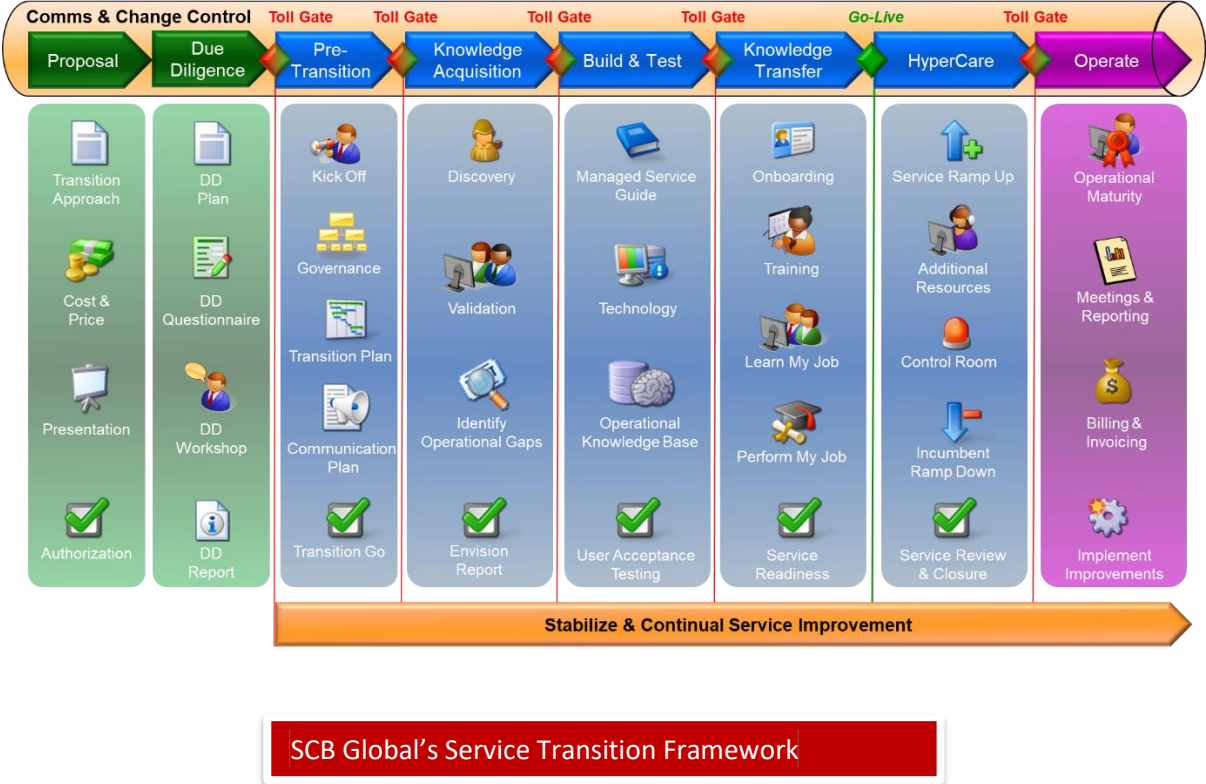
- Agree joint key objectives.
- Define the Transition staffing needs.
- Establish SCB Global Transition team structure and contact details.
- Establish GTAs Transition team structure and contact details.
- Conduct Due Diligence.
- Align Transition Project Plans including Risk register using Red, Amber and Green Progress status.
- Detailed Milestone activities with agreed timeframes.
- Establishing agreed Quality Gates and acceptance criteria.
- Discovery Phase (confirming and jointly agreeing what services are in and out of scope).
- Knowledge Transfer and understanding approach workshops (from the incumbent to SCB Global, from GTAs to SCB Global).
- Staff training for all parties where required (i.e., GTAs teams and SCB Global teams).
- Roles and responsibilities for all partners (internal and external) to GTA.
- Establish and implement regular project governance including documentation, metrics, meetings, reporting and management of change.
- Proven processes to capture, log and score Risks, Assumptions and out of scope elements.

By using the above processes, the STF framework provide a structured approach to the transition of GTAs to SCB Global. Each phase has Toll Gates to ensure the phase objectives are met and to provide customer confidence in the progress being made.

As part of our approach to transition with GTAs, we will engage in workshops to develop the transition strategy, agree the schedule, agree the deliverables, agree the governance model and the acceptance criteria for success. This approach provides SCB Global with an insight into GTAs service and allows us to review and mitigate potential risks or concerns.

The output from these sessions ensure that the new service has undertaken our formal Service Introduction process allowing us to manage the service for the life of the contract.

The diagram below reflects how we build up from the workshop phase into the delivering of the project.



SCB Global's Service Transition Framework

Plan

During the workshop phase outlined above, we will jointly agree an implementation strategy. The key to success is providing assurance to SCB Global' Service Transition Framework that SCB Global has delivered what has been requested and that it has been evidenced before service commences. Our joint implementation planning will review the various governance gates required, but also confirm the roll-out strategy (for example - phased by service, phased by region, big bang) and to understand any risks with the chosen method.

4.0 Training and Support

4.1 Training

The Service provider's solution addresses the requirements in this section with the following:
E-learning, browser based, including training materials and./or videos.

Reference guides for ongoing support.

Provide onsite training for initial implementation.

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

All relevant employees will be trained for their role. We distinguish agents, supervisors and administrators. Agents will be instructed to handle calls and customer contacts through other channels with **OPTO4Contact** (Powered By Anywhere365) additional to the knowledge they have of MS Teams. Supervisors will get additional training in using the supervisor functions and using reporting. Administrators are responsible for managing and configuring the settings of **OPTO4Contact** (Powered By Anywhere365)

Remote training is provided, but more can be added from the generic "time bucket" that is quoted in the proposal. This is a generic pool of hours that can be used for configuration/development/support/training.

Onsite training is possible (extra Time and Material). Our most effective approach is "Train the Trainer", where customer does not have to rely on us for additional training. We strongly suggest having at least one person as the "designated" Anywhere365 expert on the side of customer. Also, multiple training videos are available. Check: <https://www.youtube.com/user/ANYWHERE365> and documentation is also available on <https://golive.anywhere365.io/>

For details on training please also check the Anywhere365 Training catalogue delivered by SCB Global



SCB Global Course
Catalogue.docx

4.2 Technical Support

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

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

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

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

Our experienced Unified Communications Operations Desk operates on a full 24x7x365 support service globally & staffed by vendor certified support engineers fully qualified in all aspects of core VoIP & switching systems, Microsoft Teams tenant as well as other services the Customer may have ordered from SCB Global.

Our support staff are tasked to bring any fault to a fast resolution, including the failure of DDI numbers, SIP trunks, SBC platforms, Contact Center platforms, Microsoft Teams Tenants, data connectivity, the inability to make or receive calls, loss of functionality in an area of the system and software or hardware faults. The technical staff are highly experienced and understand there is no demarcation or limit to their responsibility, ensuring a single focus to help the customer whatever the situation, returning the solution to full operation as quickly as possible.

The Service Desk is aligned to ITIL and industry best practice guidelines and follows the principle of continual service

improvement, QoS enabled bandwidth and multi carrier resilience to customers. SCB Global will provide monthly metrics of service availability.

The Customer Service Desk uses telephone, email and an online incident management portal to raise and track incidents and requests logged with SCB Global. Furthermore, SCB Global also has the ability with existing internal ITSM/ticketing system allowing full integration between GTA ITSM and SCB Zoho systems as a two-way integration, therefore all communication between SCB support staff and GTA staff will be facilitated and recorded for efficient support resolution.



Incident Report Severity. All Incidents are assigned a Severity Level by SCB Global, which is used to prioritize and establish System restoration timeframes. Incident Reports are assigned one of the following Severity Levels, which SCB Global may modify from time to time:

- **Severity Level 1(HIGH):** Outage of Service / Catastrophic business Impact: Complete loss of a core (mission critical) business process and work cannot reasonably continue.
- **Severity Level 2(MEDIUM):** Degradation of Service/ critical business impact: Significant loss or degradation of services.
- **Severity Level 3 (LOW):** Service Affected Intermittently / moderate or minor business impact: Moderate loss or degradation of services but work can reasonably continue in an impaired manner.

5.0 General Requirements

5.1 Pricing Model

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

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

OPTO4Contact (Powered by Anywhere365) can be licensed on a Per Seat basis as well as Per Organization / Agency (with unlimited Contact Centers and Teams Voice Agents).

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

This can be accommodated

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

This is presented in the pricebook

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

This is presented in the pricebook

Provide a rate-card for optional professional services.

Professional services are available at a fixed rate of \$245 / hour

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

This is presented in the pricebook

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

This can be accommodated

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

This can be accommodated.

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

This can be accommodated

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

This can be accommodated

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

This can be accommodated

5.2 Security Requirements

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

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

Anywhere365 & SCB Global complies with the policies as stated in the DATA SECURITY Document provided with the RFP. Exceptions or comments are mentioned in the redlined version included in the submission. Anywhere365 is

ISO27001 certified and has all the required policies and procedures in place. This includes an Information Management System that applies to all staff to make sure the whole organization is aware of the information security policies, processes and procedures we have in place.

This includes an ISMS with a framework of policies and procedures that includes all legal, physical and technical controls involved in Anywhere365's information risk management processes

Our Statement of Applicability provides an overview of all components, which have been audited for compliancy. Examples include:

- Information Security & Privacy Policy
- Privacy Policy
- Code of Conduct
- Data Processing Agreement
- Project Cloud delivery document that includes an Information Security Annex
- Access control policy

In addition, Anywhere365 & SCB Global service is fully hosted on Microsoft Azure. Azure adheres to security controls for ISO 27001, ISO 27018, SOC 1, SOC 2, SOC3, FedRAMP, HITRUST, MTCS, IRAP, and ENS and more. Azure security standards and compliance can be verified at <https://azure.microsoft.com/en-us/overview/trusted-cloud/compliance/>

Anywhere365 & SCB Global platform follows industry leading best practices and security standards. All data resides with customer, data is encrypted in motion and at rest. AW365 performs periodic and regular penetration testing.

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

VOIP is delivered within the Microsoft Teams eco-system by SCB Global using carrier-hosted architecture (derived trunks model) whereby, certified clusters of SBCs are installed as an interface between PSTN and Microsoft. All calls are encrypted using TLS 1.2 and carry proprietary codec until it reaches the SBC clusters who then transcode it to G711 before passing it to the PSTN network.

Microsoft Teams complies, please check: <https://docs.microsoft.com/en-us/azure/compliance/offerings/offering-irs-1075>

EXHIBIT 1A
**ORDER PACKAGE (CUSTOMER PURCHASE AGREEMENT, CATALOG OF SERVICES,
SERVICE LEVELS, PRICING)**

[This page has been left blank intentionally]

EXHIBIT 1B
Customer Participation Acknowledgment Form

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

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

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

Customer

Signature: _____

Printed Name: _____

Title: _____

Email: _____

Phone: _____

Date: _____

EXHIBIT 1C
FORM OF CUSTOMER PURCHASE AGREEMENT

GTA Direct Customer Purchase Agreement

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

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

GTA Direct Customer Purchase Agreement

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

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

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

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

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

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

| | |
|--|---|
| <p>[Name of Customer]</p> <p>_____</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> | <p>[Supplier]</p> <p>_____</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> |
|--|---|

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

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

Attachment A
Scope of Services

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

EXHIBIT 2A
E- VERIFY AFFIDAVIT – SUPPLIER



GEORGIA
TECHNOLOGY
AUTHORITY

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

Contractor Name: SCB Global
Contractor Address: 30s. Wacker Drive, 22nd Floor, Chicago, IL, 60606
Contract Number: 98000-HCC-000005215

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:

1729889 08/23/2021
Federal Work Authorization User Identification Number Date of Contract
Enter the E-Verify Number. This is NOT your FEIN number (XX-XXXXXXX). For information see <https://www.e-verify.gov/>

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

Executed on 25th August, 2021 in McHenry (city), IL (state).

[Signature]
Signature of Authorized Officer or Agent

DPW WHELAN / CHANNEL PARTNER MANAGER
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 25th DAY OF August, 2021

[Signature]
NOTARY PUBLIC

My Commission Expires: Oct - 24 - 2021



404-463-6500 – Procurement@gta.ga.gov

EXHIBIT 2B
E-VERIFY AFFIDAVIT – SUBCONTRACTOR

N/A

EXHIBIT 3A
DEFINITIONS

1. "Auto-Attendant" means a system that allows callers to be automatically transferred to an extension without the intervention of an operator/receptionist.
2. "Automatic Call Distribution" or "ACD" means a telephone facility that manages incoming calls and handles them based on the number called and an associated database of handling instructions.
3. "Affiliate" means an entity in which the Parent of the Prospective Service Provider owns more than fifty percent of the voting stock, or an entity in which a group of principal owners which own more than fifty percent of the Prospective Service Provider also own more than fifty percent of the voting stock.
4. "Contract" means any agreement between two unrelated legal entities under which Prospective Service Provider, acting as a Prime Contractor, provided data center relocation services of the type and nature described in the relevant agreement.
5. "CRM" or "Customer Relationship Management" means a system for managing a company's interactions with current and future customers.
6. "Data Center Services" means all services that are industry accepted data center infrastructure services including operating systems and environment provisioning and hosting of multi-platforms (i.e., IBM, UNIX, Unisys, Linux, and Windows), data management and storage, tape and backup services, integration services, etc.
7. "GTA" means the Georgia Technology Authority.
8. "Enhanced Quality Management" and "Quality Management" means tools used to record contacts and screen captures to evaluate staff performance. "Enhanced Quality Management" includes the ability to provide role-based scorecards, integrated learning & coaching management for staff/agents.
9. "Enhanced Workforce Management" and "Workforce Management" means a common set of performance-based tools to support management, supervisors, managers and workers across the operations. Enhanced Workforce Management includes the additional workforce optimization tools automating entire processes, making key data more visible encompassing all aspects of managing the complete workforce lifecycle.
10. "IMAC" (Installs, Moves, Adds, Changes) means all day-to-day activities associated with the scheduling and installation of hardware and software, changes to configuration, de-installation and relocation of equipment, including connectivity testing, data transfer and user orientation.
11. "Include" and its variants (such as "includes" or "including") means,

whether or not capitalized, “including, without limitation”.

12. “Integrated Voice Response” or “IVR” means a telephony technology that can read a combination of touch tone and voice input that gives users the ability to access a database of information via phone.
13. “IT Infrastructure Outsourcing” or “IT Infrastructure Services” in this context, includes data center services and telecommunications services but does not include application sourcing or business process sourcing.
14. “HCC” or “Hosted Contact Center” means a system that provides call and contact routing for high- volume telephony transactions, with specialist answering “agent” stations and a sophisticated real- time contact management system. The supporting infrastructure is normally provided as an off-site, dedicated “hosted service” solution; or as an off-site shared resource “software as a service” (SaaS) solution.
15. “Offerors” means the prospective service provider or contractor seeking qualification under an RFP.
16. “Open Records Act” means O.C.G.A. § 50-18-70 *et seq.*
17. “Parent” means the entity which owns more than fifty percent of the voting stock of Prospective Service Provider. In the case of an acquisition, “Parent” means the legal entity that acquired the Prospective Service Provider.
18. “Prime Contractor” means the single legal entity of a group of legal entities that are legally associated for the purpose of delivering Services under a contract that executes the contract with GTA and that is the single point of contact with GTA with respect to the Services being delivered.
19. “Principal Owner” means the entity which holds a ten percent or greater ownership interest in another entity.
20. “Prospective Service Provider”/“PSP” means the contractor / firm seeking qualification under this RFP.
21. “Prospective Service Provider Statement” has the meaning set forth in section 3.2 of this RFP.
22. “PSTN” or “Public Switched Telephone Network” means telephone lines, fiber optic cables, microwave transmission links, cellular networks, communications satellites, and undersea telephone cables, all interconnected by switching centers, thus allowing any telephone in the world to communicate with any other.
23. “Qualified Contractor” means the Prospective Service Provider(s) that has proved and is selected to be qualified to perform the work set forth in this RFP. Only “Qualified Contractors” will receive and be able to submit proposals to the Hosted

Contact Center Services "Quoting Process?".

24. "Respondent" means the prospective Service Provider or contractor seeking Qualification under this RFP.
25. "Request for Proposals" or RFP means the Request for Proposals to be developed and issued for the project subsequent to this Request.
26. "Request for Qualified Contractors" or RFP means this Request.
27. "Request Management and Fulfillment" has the meaning set forth in the IT Infrastructure Library (ITIL).
28. "Softphone" means a software program for making telephone calls over the Internet using a general-purpose computer, rather than using dedicated hardware.
29. "Software as a Service" or "SaaS" is a software delivery model in which software and associated data are centrally hosted on the cloud by independent software vendors or application service providers.
30. "Service Level Agreement" or "SLA" means a component of a service contract between a service provider and service recipient where the quality delivery of the service is formally defined.
31. "Service Provider" means the company that is responsible for delivering services under a contract with GTA and that is the single point of contact with GTA with respect to the services being delivered.
32. "State" means the State of Georgia.
33. "Supplier" means a company desiring to do business with the State of Georgia.
34. "Time Division Multiplexing" or "TDM" means a method of transmitting and receiving several telephones conversations over a common signal path by means of synchronized switches at each end of the transmission line.
35. "Telecommunications Services" means all services that are industry accepted telecommunications infrastructure services including network communications services, voice services, video services and wireless services.
36. "Virtual queuing" is a concept used in inbound call centers where systems allow customers to receive callbacks instead of waiting in an ACD queue.
37. VoIP – (Voice over Internet Protocol) means a category of hardware and software that enables people to use the Internet as the transmission medium for telephone calls by sending voice data in packets using IP rather than by traditional circuit transmissions of the PSTN.

EXHIBIT 3B
STATEMENT OF WORK

Core Contact Center Services

Hosted Services

The Service Provider's responsibilities include, and Service Provider shall do the following:
Is available as "Software as a Service" (SaaS)

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

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

Provide redundancy for Hosted Contact Center Services.

Support TDM and VoIP communications to agents.

TDM, ability to route calls to PSTN for call termination on Agency provided systems.

VoIP, provide choice of hard or soft phone

Soft Phone should have minimal impact on existing desktop real estate environment.

Can leverage any standard 10-digit number

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

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

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

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

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

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

Automatic Call Distribution

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

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

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

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

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

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

Email routing for multiple skill sets.

Agent whisper feature

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

Ability to have agents from multiple agencies in a shared skillset

Ability to route calls to different agency groups

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

Provide the ability to change gate - opening or closing

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

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

Ability for supervisor to log agents out of the system.

Ability to integrate with Customer Relationship Manager (CRM)

Auto Attendant and Integrated Voice Response

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

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

Include call back/virtual queuing capability.

Ability to integrate with Customer Relationship Manager (CRM).

Ability to integrate to agency applications and database systems.

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

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

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

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

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

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

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

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

Reporting & Analytics

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

- Provide industry standard reporting for system, agents, ACD and IVR, including real-time, industry standard call metrics and the ability to set SLA's therein.
- Ability to provide base line, canned, ad-hoc, historical and real-time reports supported by dashboards with graphs and charts.
- Ability to support wallboard displays for dashboard performance metrics such as calls/email/chat/etc. answered, service levels, abandon rates, calls waiting, hold times, view all agent's status, and banner messages.
- Ability for Agency to define, build and run custom reports supporting business requirements.
- Provide for real-time access by Authorized User to reporting systems.
- Allow agent to view their individual call metrics (real time, historical and baseline) on their desktop.
- Ability to change reporting metric requirements for different skillsets.
- Ability to prompt messages on agent desktop displays.
- Ability to provide an Agent Report that tracks the entire Agent call flow for any single call.
- Ability to export raw contact center analytics data for use.
- Provide access to application historical data for 37 months, agent historical data for 13 months.

Call Recording & Basic Quality Management

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

Call Recording

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

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

Customer Surveys

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

Network & Transport

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

Toll-Free service requirements

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

Provide per-minute inbound and outbound toll-free services

Provide inclusive inbound and outbound toll-free services

Trunking Requirements

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

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

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

Data network requirements

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

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

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

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

VPN / Security for Transport

Provide end-to-end network security and monitoring

Provide Virtual Private Network VPN access

Enhanced Contact Center Services

Enhanced Quality Management

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

- Role based score cards with key performance indicators
- Integrated Learning Tools
- Coaching Management Tools
- Enhanced correlation of reporting, optimization and forecasting of key performance indicators.
- Open architecture and APIs to allow seamless and easy integrations to State of Georgia systems and databases, as well as third party systems (REST APIs, SQL, Webhooks, etc.) at low cost
- Integrated with best -or-breed solutions for WFM system with real time data integration between the contact center and WFM to allow seamless data entry and reporting
- Integrated with best-of-breed solutions for ticketing that allows the State of Georgia users/admins to create custom forms with custom fields and integrations, reporting, etc.

Allow the State of Georgia users/administrators to:

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

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

Enhanced Workforce Management

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

- Provider should describe the workforce management capabilities within their offering
- Ability to analyze customer interactions
- Leverage call data to adjust scheduling.
- Identify customer and employee behavior
- Ability to perform short term and long-term forecasting
- Provide for skills improvement and coaching
- Provide data to forecast schedules for shift assignments
- Solution Live transcription and Captioning services
- Provide data of the proposed solution accuracy data
- Immediate download of transcripts and notes
- Easily integrated with LMS and customer relation solutions

Customer Relationship Management (CRM)

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

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

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

Transition Requirements

Setup & Transition

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

- Setup & Transition Services to Install, manage and maintain Hosted Contact Center Systems used for callers' access to the Contact Centers, including:
- Service provider will provide appropriate technical resources to guide, design, configure and implement all contact center functionality including call scripting and call flows, etc.
- Program network-based routing.
- Configure call prompts.
- Configure transfer connect and advanced features.
- Setting up, supporting, operating, and maintaining IVR, Auto Attendant, after-hours processing, call recording and other associated systems required to process calls and allow end-users to control after initial setup.
- Develop and implement plan to transition in-scope access numbers including toll and toll free numbers and any other specified numbers from the current Agency Customers' current Service Provider.
- Setting up, supporting, operating, and maintaining data circuits and voice over IP circuits (if applicable) as required processing contact center services and supporting features or products.
- Develop, implement, and maintain call routing procedures, which define how calls will be received and allocated across multiple centers (if relevant) and within centers how calls will be distributed to queues. Develop, implement, and maintain process for Agency approval / notification of changes to these procedures.
- Design, build, implement, and maintain call routing tables based on criteria defined by Agency, which route calls to Agents based on Agent skill sets and availability.
- Develop and maintain routing tables, which map inbound numbers to centers and within centers to appropriate queues.
- Provide a certified project manager to work with agencies during implementation phase to plan, document, execute and communicate tasks for the entire implementation process
- Provide build, user application testing, test, and production lifecycle management.
- Develop and implement procedures for re-routing calls in the event of center outages, emergencies, unexpected call volume spikes or overflows, or other unforeseen circumstances during transition. Plan and changes are subject to approval by Agency.
-

Training and Support Training

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

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

Technical Support

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

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

General Requirements

Pricing Model

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

- Ability to provide a Per Seat subscription model, including quick scalability pricing
- Ability to provide tier volume discounts to individual agencies based on projected enterprise volumes.
- Basic Seat pricing should include all features and functions (seat, email, chat, fax, etc.) with the exception of enhanced workforce management, enhanced quality management, Customer Relationship Management, and Customer Surveys.
- Provide inclusive toll-free services and per-minute toll-free services for competitive pricing.
- Provide a rate-card for optional professional services.
- Per Seat Pricing should include all installs, moves, adds or changes (IMAC)
- No minimum requirement for the number of seats contact centers required to purchase
- Ability for Agencies to add seasonal seats at any time without implementation or disconnect fees
- There should be no implementation fee or other fees besides the monthly recurring seat charges imposed for upgrading and downgrading solution capabilities
- Ability to provide pricing that can include upfront transition costs within the per-seat price (amortized over the life of the contract) as well as priced separately.
- Provide a-la-carte pricing for other than basic seat, such as Enhanced Quality Management, Enhanced Workforce Management, Customer Relationship Management, and Customer Surveys, etc.

Security Requirements

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

- Provider must comply with the State and Agencies data integrity and privacy policies for the delivery of the contact center services.
- Provide encryption for VoIP calls that meet or exceed IRS Publication 1075 requirements, if required by Agency.

EXHIBIT 3C - PRICING

| Service Charges | | | | |
|-----------------|--|--------------------|------------------|--|
| Ref ID | Service Charge | Unit of Measure | Recurring Period | Charge |
| 1 | HCC Agent Seat | single named agent | monthly | \$0 for a Teams Voice Agent, \$18 for an Agent with Extension Window, \$49 for a CRM/Omnichannel Agent - see assumptions |
| 2 | HCC Agent Seat CC license OPTO4 Teams [Voice Enablement - Direct routing] | single named agent | monthly | \$4.00/agent per month - see assumptions |
| 3 | HCC Quality Management Seat | single named agent | monthly | Included, advanced functionality possible through integrations on an as needed basis |
| 4 | HCC Work Force Management | single named agent | monthly | Included, advanced functionality possible through integrations on an as needed basis |
| 5 | Toll Free Services | per minute | monthly | \$0.29/minute for incoming and outgoing & \$1.00/TF charge |
| 6 | Toll Free Services | bundle license | monthly | 10K minutes = \$232/month; 50K minutes = \$928/month; 100K minutes = \$1670.40 |
| 7 | OPTO4 Edge Enterprise SD-WAN | per site | monthly | 25Mb throughput = \$138; 100Mb throughput = \$176; 500Mb throughput = \$375; 1G throughput = \$630 |
| 8 | NGFW (Add-on) | per appliance | monthly | 25Mb throughput = \$40; 100Mb throughput = \$40; 500Mb throughput = \$85; 1G throughput = \$145 |
| 9 | UTM (Add-on) | per appliance | monthly | 25Mb throughput = \$60; 100Mb throughput = \$60; 500Mb throughput = \$405; 1G throughput = on request |
| 10 | High availability ("HA") – Add-on to base subscription | per appliance | monthly | 25Mb throughput = \$82; 100Mb throughput = \$103; 500Mb throughput = \$124; 1G throughput = 165 |
| 11 | VPN-as-a-Service | per user | monthly | \$7.50 |
| 12 | OPTO4 Edge SASE- VSA Essential | per user | monthly | \$ 6.60 |
| 13 | OPTO4 Edge SASE-VSA Pro | per user | monthly | \$ 9.90 |
| 14 | OPTO4 Edge SASE-SWG Essential | per user | monthly | \$ 7.15 |
| 15 | OPTO4 Edge SASE-SWG Pro | per user | monthly | \$ 10.45 |
| 16 | OPTO4 Edge SASE-VSA / SWG Essential | per user | monthly | \$ 8.80 |
| 17 | OPTO4 Edge SASE-VSA / SWG Pro | per user | monthly | \$ 13.75 |
| 18 | APAC - Region C | BW/Mb | monthly | \$ 4.40 |
| 19 | GEO DID | Per unit | monthly | \$ 0.50 |
| 20 | eFax – Per DDI | Per unit | monthly | \$ 9.99 |
| 21 | | | | |

EXHIBIT 3D
STATEMENT OF WORK EXPLAINED SCOPE

Additional Technical Scope

Fully Integrated Solution

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

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

Summary

OPTO4Contact (Powered by Anywhere365) provides an advanced Dialogue Management & Contact Centre platform for the enterprise, leveraging Teams infrastructure. It is an omnichannel efficiency platform that streamlines communications for national and global companies.

Anywhere365 has more than 1,800 customers in 60 countries, including multinationals like Philips, Royal Dutch Shell, Rabobank, Société Générale, Nestlé, public organizations such as the State of North Dakota, FairFax County, City of plano, and specialized enterprises like Swarovski, DHL and USG People. It’s most known for its global Anywhere365 Dialogue Cloud, which uses AI, machine learning and Microsoft Azure to assess, route and translate inquiries from across the world and on all channels. Anywhere365 maximizes the use of MicrosoftTeams and can be natively embedded within CRM and ITSM platforms, such as CRM Dynamics, Salesforce and ServiceNow.

Global Anywhere365®

Trusted by 1800+ organizations in 60+ countries

Deloitte TOYOTA Allianz ING SOCIÉTÉ GÉNÉRALE Shell BOMBARDIER DELL DHL PHILIPS Rabobank CREDIT SUISSE TU Delft Bentley McDonald's Office for National Statistics KPMG I'm lovin' it ARAG SWAROVSKI Grant Thornton Emirates SUBARU NSRF QPARK ROBECO Have the Children

1000 Europe's Fastest Growing Companies (Financial Times)
 Deloitte Technology Fast 500 EMEA 2017 & 2018
 26 members of the Fortune Global 500 use Anywhere365 as their mission critical Contact Center & Dialogue Management Platform
 Recognized by Gartner as native contact center to Teams in Gartner's report 'How to optimize Microsoft Teams with Cloud Contact Center Platforms' (July 2020)

Anywhere365 is trusted by 30+ Organizations in the Government Public Sector

Amerfoort, Gemeente Assen, Plano, Gemeente Heerde, Hattem, Heusden, ntr, vpro, Gemeente Heerde, Hattem, Heusden, RMA, Provincie Antwerpen, Provincie Utrecht, OBB, Vlaanderen, Niwaggen, Hoorn, BRUGGE, duc+, European Commission, Office for National Statistics, Exeter City Council, Teignbridge, East Devon, Provincie Noord-Holland, Föräldringskassan

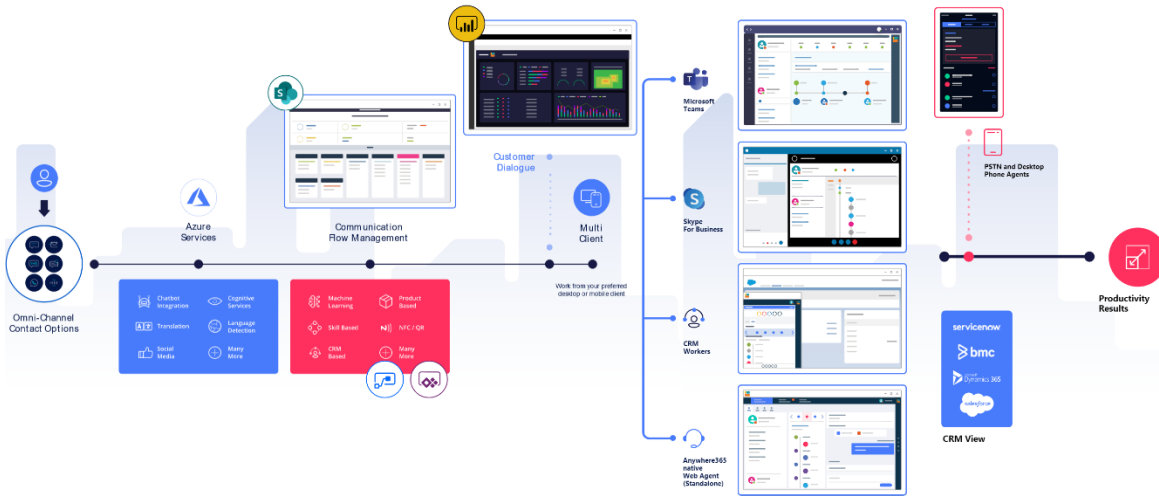
Anywhere365.io



Apart from being a fully-fledged Universal Contact Centre based on the latest Microsoft technology, Anywhere365 provides full dialogue management capabilities that can be leveraged beyond the contact centre. Think of IT Service Desks, Marketing Teams, Facility Maintenance, reception desks, regional offices, etc. Due to the robust, highly scalable, but also extremely flexible implementation, Anywhere365 has been built to easily incorporate future business requirements without significant additional overhead.

Sophisticated data mining and pattern tracking solutions are easily implemented, which allow for instance the detection of dialogue patterns, communication bottlenecks or compliance violations. Due to the robust, highly scalable, but also extremely flexible implementation, Anywhere365 has been built to easily incorporate future business requirements without significant additional overhead.

This is all wrapped in an extremely user-friendly and intuitive user interface that is a joy to use for the end user. The attractive, but functional design is seamlessly available on almost any (mobile) hardware platform, which entices clients to use SCB Global’s & Anywhere365’s capabilities to the maximum extent.



OPTO4Contact (Powered By Anywhere365) integrates tightly with the rest of the Microsoft stack, such as SQL, SharePoint, Dynamics, etc., either on premises or online. CRM or other backend systems can also be leveraged to enrich conversations such as providing callers a custom/unique IVR based on the information in customer’s backend

system or showing CRM details from the caller straight in the Teams client.

The **OPTO4Contact** (Powered By Anywhere365) Enterprise license allows for unlimited number of Anywhere365 Universal Contact Centre instances (UCC). Inbound calls, (web)chats, email and other customer contacts will be managed by an Universal Contact Centre (UCC). A UCC (Universal Contact Centre) is a queue that is handled by Agents of the UCC. Each UCC has its own settings, menus (IVR) and Agents with skills (competencies). Agents can belong to one or several UCCs and can have multiple skills.

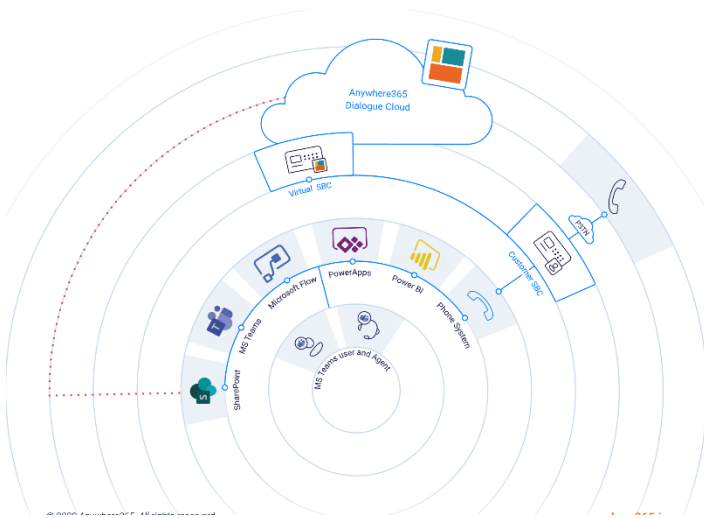
These agents can physically be anywhere, including working from a home office. As long as they have access to a device that has a standard Teams/Skype for Business client installed, they can be included in an UCC.

A UCC can be seen as a Contact Centre “micro service”. Everybody in the organization can be a contact centre: a call or other form of customer contact (chat, email) can be routed to employees, other than agents, with the right skills and within the right context, to service the customer adequately.

Agencies can utilize one UCC (e.g., one helpdesk), multiple (e.g. a UCC for several departments) or unlimited UCCs (e.g. all departments, regional offices, clubs, etc.). They can easily be set up and coordinated, are interconnected and can all be managed from one central location.

OPTO4Contact (Powered By Anywhere365) is a multi-channel dialogue management platform including support for a variety of delivery methods beyond voice, such as: Chat, Webchat, Social Media, Mobile Phones, (web) Call me, Bots, Mobile App Endpoint, Email, etc.

Deploying **OPTO4Contact** (Powered By Anywhere365) at hundreds of customer sites shows large productivity gains by removing roadblocks to efficient communication and giving your (internal) customers rapid access to the right employees, colleagues, and experts when combined with context driven information from your back office systems.



ACD

OPTO4Contact (Powered By Anywhere365) has many additional ACD routing/hunting methods, such as "last agent routing", "serial hunting", "round robin", "longest idle", "highest rated", "skill based", etc. **OPTO4Contact** (Powered By Anywhere365) could also dip into your backend system and use that information to route an incoming call to the correct agent. As an example, if a caller is a VIP list in the CRM, Anywhere365 can automatically give priority to this call and have it skip the queue, or automatically hand it off to a high priority/VIP agent.

IVR

OPTO4Contact (Powered By Anywhere365) can support any form of Interactive Voice Response (IVR). For every Universal Contact centre (“UCC”) an IVR schedule can be configured and several UCCs can work together, in an IVR schedule. An IVR can have as many options as needed, and as many levels deep.

However, **OPTO4Contact** (Powered By Anywhere365) key value is the capability to reduce unnecessary dialogues,

which means making the IVR that a customer will be offered as dynamic and short as possible. It could even mean that in some cases, no IVR is offered at all and based on context, the dialogue can be routed to the proper agent directly.

Also, information in your backend system (e.g., CRM, ITSM) could drive the behavior of **OPTO4Contact** (Powered By Anywhere365). A simple example could be that if somebody calls the support desk and a ticket associated to the caller is already in the ITSM platform, Anywhere365 then offers to route the caller to the assigned support engineer, instead of providing the full IVR.

With Interactive Voice Response, customers can easily be guided to get in touch with the right person or getting the right information. All text within the IVR is free to modify and / or manage, through Text to Speech or spoken text. These texts are dynamically loaded into the system. In addition, In **OPTO4Contact** (Powered By Anywhere365) it is also possible to enter an IVR on various levels, e.g. (e.g., VIP clients) to get preferential treatment and bypassing the queue if desired. Multiple options are available: greetings, information, music, jukebox, call-back offer, group-voicemail option, queue estimates, overflow to another queue, overflow to mobile, etc.

Quality Management

OPTO4Contact (Powered By Anywhere365) offers the Quality Monitor capability for measuring the quality of a dialogue by the Customer, also known as Agent Rating. At the end of a conversation (via mobile, telephone or webchat) the caller can be forwarded to the quality survey that can ask multiple questions. The customer provided quality ratings are immediately available in the dialogue intelligence suite. The information could also be written back to a backend system (CRM/ITSM) and be used in future incoming calls.



Telephony Delivery Design & Capacity

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

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

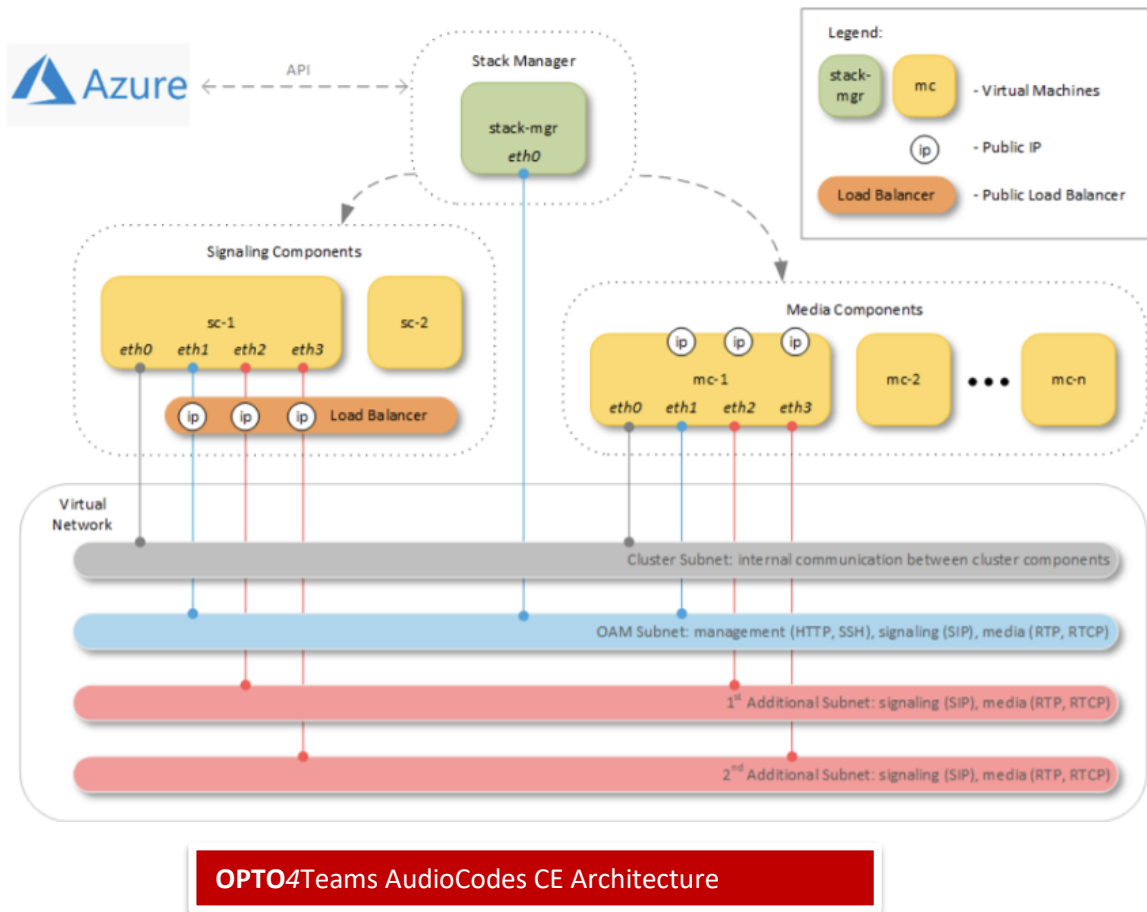
SCB Global have direct interconnects with all the major carriers in the USA via our strategic partnerships allowing us to deliver local and modern SIP trunking & Toll Free service. We leverage multiple Azure PoPs where a carrier-grade Audiocodes Mediant Cloud Edition are hosted in a multi-

tenanted global architecture to deliver voice inside Microsoft Teams; offering a cloud native, elastic **OPTO** platform that is based on a decomposed “micro-services” architecture. It is designed for building highly scalable SBCs (horizontal scaling) in virtualized cloud environments hosted in global Microsoft Azure environments, providing signalling redundancy and media redundancy for each call handled and carried by the SCB network.

Furthermore, Cloud Edition (CE) is comprised of the following components:

- Stack Manager – This is an API developed by AudioCodes that is used for managing the OPTO4Teams Cloud Edition components that are deployed into Azure Point of Presence. It implements the complete lifecycle management of the CE components including deployment, termination, scale in/scale out and stack configuration updates. The Stack Manager also handles the network stack for the CE components facilitating features like mid call fail-over and maintenance of session state (HA) as well as communication with the Azure Virtualisation API which allows the Stack Manager to deploy additional Media and Signalling components or nodes.
- Signalling Component (SC) – This is responsible for call setup, tear down and call control, of calls traversing the SBC.
- Media Component (MC) – This provides media processing and media termination for calls traversing the SBC.
- Load Balancer – Communication across the active/standby signalling components is handled by Azure Load balancer facilitating failover to the standby SC in the event of an outage of the active SC.

Below diagram illustrates a sneak peak of the architecture that powers **OPTO4Teams** service.

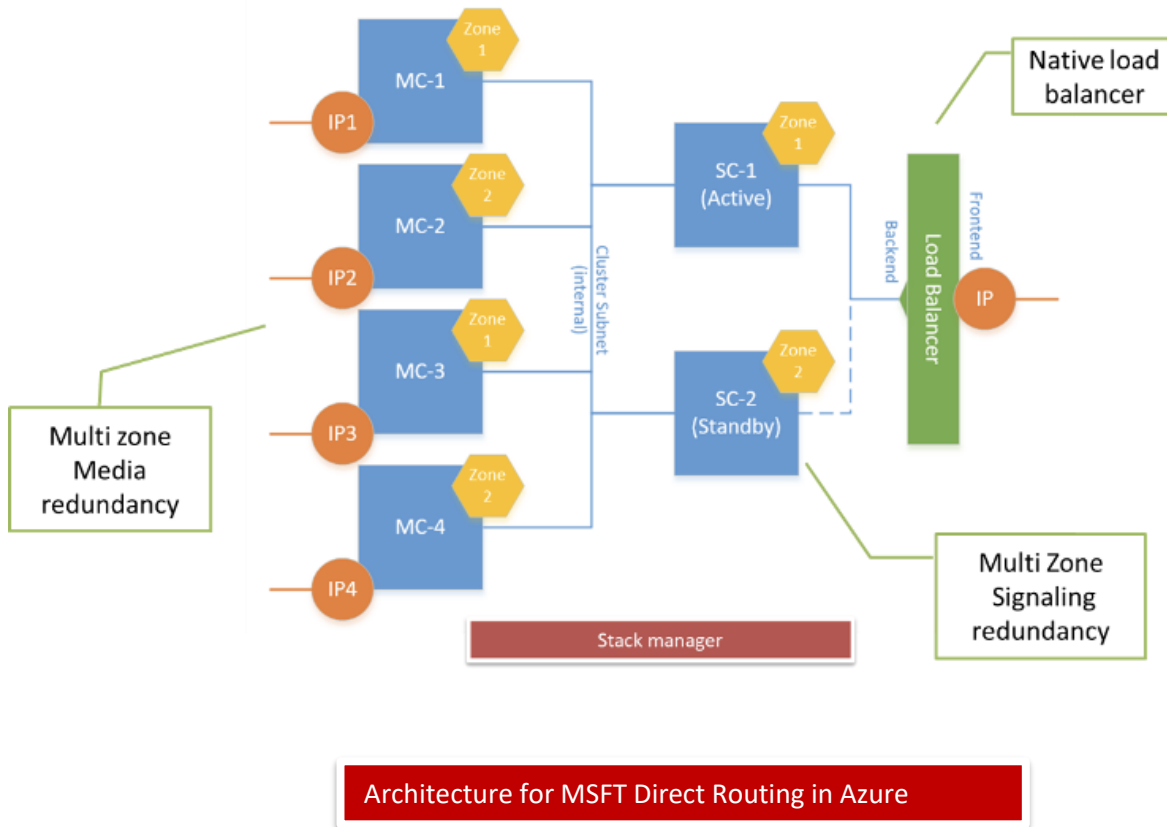


Optionally SCB Global can also augment disaster recovery by enabling **OPTO** platform capabilities for scenarios when the Microsoft Teams application fails. This means that the **OPTO** softphone powers up to keep the end user service active by providing seamless dual ringing/call forking solution, should an enterprise wish for advanced DR solution at the application layer. This will be discussed during Due Diligence.

The solution is resilient, offering at least two geographically diverse networks, each hosted in a separate co-location space in Azure and connected within an existing Point of Presence. Traffic is load-shared across the diverse sites per region.

Each of the two resilient connections are defined by several Session Border Controllers (SBCs), interfacing on the public side to the Microsoft Teams Platform (in Azure), which has multiple connections of its own for resilience. The SBCs will route calls to and from specific sub-domains in Microsoft Teams.

The following diagram illustrates the high-level architecture that we use to support the hosted deployment of Microsoft Direct Routing on behalf of its Microsoft Teams customers:



SCB Global can confirm that connections to and from all agencies of GTA locations/regions would be handled by the global Azure network that is powered by SWAN (software driven Wide Area Network) – a system that boosts the utilization of inter-datacenter networks by centrally controlling when and how much traffic each service sends and frequently re-configuring the network’s data plane to match current traffic demand.

Microsoft developed a novel technique that leverages a small amount of scratch capacity on links to apply updates in a provably congestion-free manner, without making any assumptions about the order and timing of updates at individual switches.

Further, to scale to large networks in the face of limited forwarding table capacity, SWAN greedily selects a small set of entries that can best satisfy current demand. It updates this set without disrupting traffic by leveraging a small amount of scratch capacity in forwarding tables. Experiments using a testbed prototype and data-driven simulations of two production networks show that SWAN carries 60% more traffic than the current practice.

SCB Global would handle the connectivity from SCB Global Network—PSTN—GTA agencies leveraging the existing connectivity to Microsoft Teams whereby, SCB Global would validate the PSTN traffic for GTA via SCB Global carrier hosted model, it will be as follows:

SCB Global hosts the Direct Routing SBCs and handles the telephony services that are paired with SCB Global’s M365 domain, the so-called base domain, and then tied to multiple Office 365 tenants through subdomains.

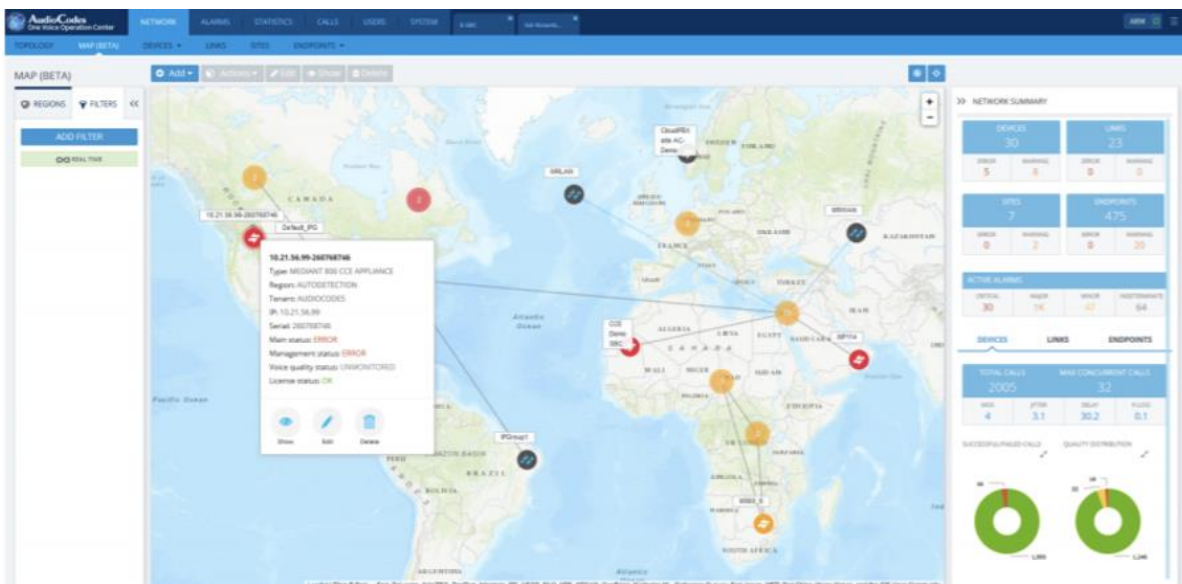
Calls are not routed based on DID, but instead each customer gets a unique SBC FQDN (**OPTO4Teams** platform) as a subdomain to the SCB Global’s base domain. This unique FQDN is then added as a domain in the customer’s Office 365 tenant. This way Office 365 knows where to route the traffic and there is no need to have customer-specific certificates on the SBC: only a wildcard certificate covering the SCB Global’s base domain is required.

The magic happens in the SIP invite, where the **OPTO4Teams** SBCs add the unique FQDN of each customer in the SIP invite contact field. When a call arrives at the Microsoft 365 or Office 365 Direct Routing interface, the interface uses the Contact header to find the tenant where the user should be looked up. Direct Routing does not use phone number lookup on the Invite, as some customers might have non-DID numbers that can overlap in several tenants. Therefore, the FQDN name in the Contact header is required to identify the exact tenant to look up the user by the phone number.

Furthermore, SCB Global would also leverage Media bypass to shorten the path of media traffic and reduce the number of hops in transit for better performance. With media bypass, media is kept between the SCB Global network and the client instead of sending it via the Microsoft Phone System (Media Processors). Where required, SCB Global would also leverage Location Based Routing and Local Media Optimization to achieve local in-country compliance and call traffic optimization.

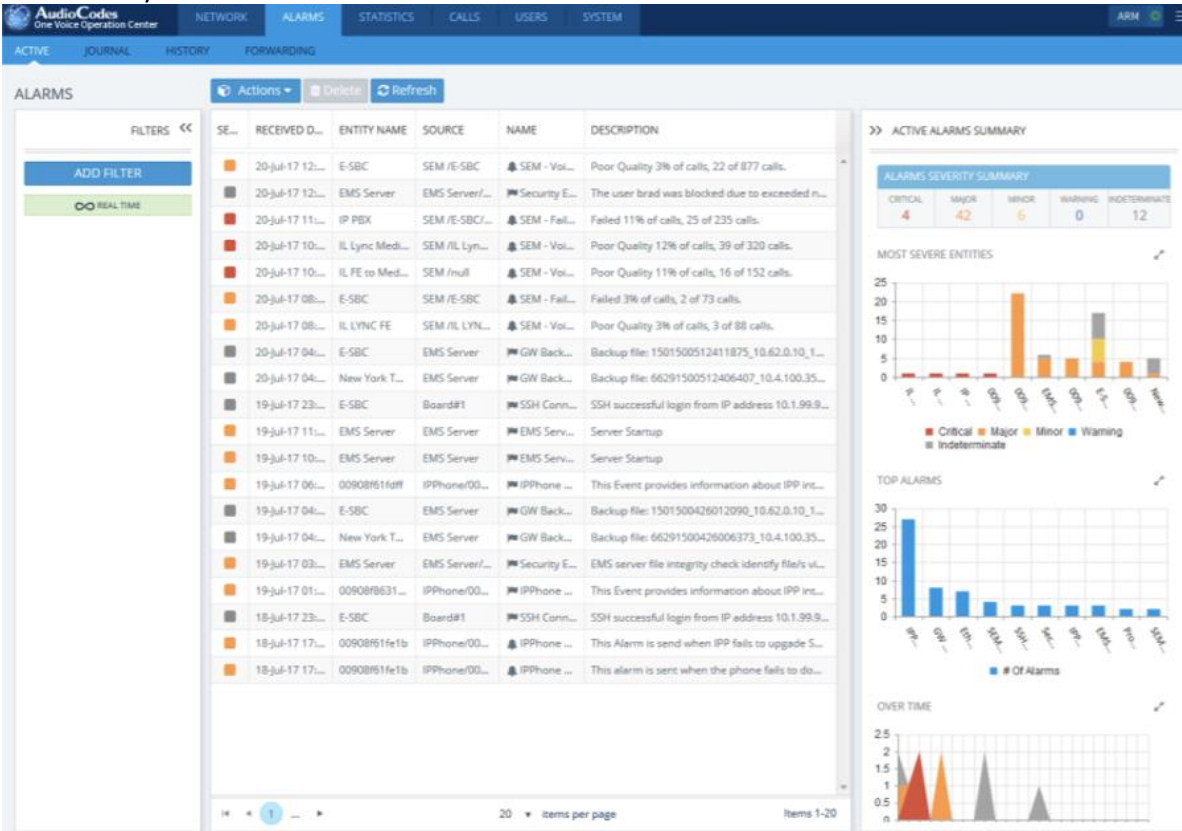
we also leverage real-time & proactive monitoring tools on the core network to ensure service levels and quality of experience is maintained 24x7x365:

The figures below display examples of the OVOC Map view which represents the OVOC topology transposed over a map indicating the location of managed entities. Clicking a specific tenant or region node opens a magnified view of the site installations for the selected tenant or region.



OVOC Map

Leveraging OVOC’s high-level fault management functionality we manage all alarms and events from managed elements (received via SNMP traps). We can typically process 20 SNMP traps per second continuously.



SNMP Trap Report

Security for Protected Voice/Data for compliance

The Service Provider’s responsibilities include and Service Provider shall do the following:
Describe how your service protects the at-risk data when traversing the voice network to the remote, at home agents

All data transmitted between SCB Global clients and the Anywhere365 dialogue cloud service is done so using strong encryption protocols. Anywhere365 & SCB Global supports the latest recommended secure cipher suites to encrypt all traffic in transit, including use of TLS 1.2 protocols, AES256 encryption and SHA2 signatures. Customers should have this in place. The **OPTO4Contact** (Powered by Anywhere365®) Dialogue Cloud Service is enabled with PKI and making use of Azure key vault. All data is encrypted prior to transmission. Data may be transmitted without encryption between certain hosts within the Anywhere365 Microsoft Cloud environment. Data routed through the public internet is never transmitted unencrypted. Anywhere365 is ISO27001 certified. For more details on

Information Security, please check: Anywhere365® Information Security Overview 1.1.

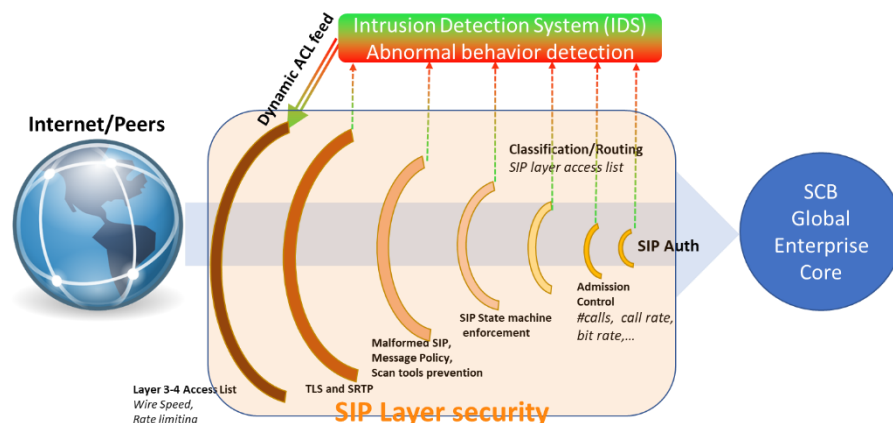


Anywhere365® Information Security Overview

Furthermore, **OPTO4Teams** & **OPTO4Contact** platform adheres with the cloud security principles as stated by NCSC (National Cyber Security Centre) via our Cyber Essentials certification & ISO27001. **OPTO4Teams** is built-in Azure (Tier-D, ISO, SOC, HIPAA, EUMC, and GDPR compliant), native to the Microsoft network to support Direct Routing. We provide end-to-end encryption ensuring a reliable, resilient solution to enable voice in Teams.

SCB provides end-to-end encryption ensuring a reliable, resilient solution to enable voice in Teams. **OPTO4Teams** solution is fully flexible based on preference and can be provisioned via the cloud, legacy integration or hybrid model.

- Protection against attacks and threats
- Rate limit DoS\DDoS attacks
- Intrusion detection (IDS) - recognize anomalies and report them
- Intrusion prevention (IPS) - normalize and protect against SIP protocol vulnerabilities
- Data confidentiality and privacy
- Topology hiding - Hide user identity and hosts IPs
- Encrypt media and signaling sessions
- Protect against unauthorized access (fraud prevention)
- Authentication, authorization and access control
- Protect against theft of service and toll frauds
- All security components are software based
- Dedicated Cores for non-blocking handling of Network Traffic
- Dynamic blacklist implemented below Kernel IP stack – can block line-speed DDOS (assuming 1 Gbp/s attack)



Segmentation of Agency Contact Centers within Multi-Tenant Solution

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

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

Inbound calls, (web)chats, email and other customer contacts will be managed by an Anywhere365 Universal Contact Centre (UCC). A UCC (Universal Contact Centre) is a queue that is handled by Agents of the UCC. Each UCC has its own settings, menus (IVR) and Agents with skills (competencies). Agents can belong to one or several UCCs and can have multiple skills.



These agents can physically be anywhere, including working from a home office. As long as they have access to a device that has a standard Teams client installed, they can be included in an UCC.

A UCC can be seen as a Contact Centre “micro service”. Everybody in the organization can be a contact centre: a call or other form of customer contact (chat, email) can be routed to employees, other than agents, with the right skills and within the right context, to service the customer adequately.

Agencies can utilize one UCC (e.g., one helpdesk), a few (e.g. a UCC for several departments) or hundreds of UCCs (e.g. assign a UCC to each service, regional office, department, etc.).

Each agency will have its own or multiple UCCs, separated from the other agencies, but able to forward to other agencies when applicable or in case of increasing customer interaction volumes.

Proposed Failover Design and Supporting Service Level Agreement

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

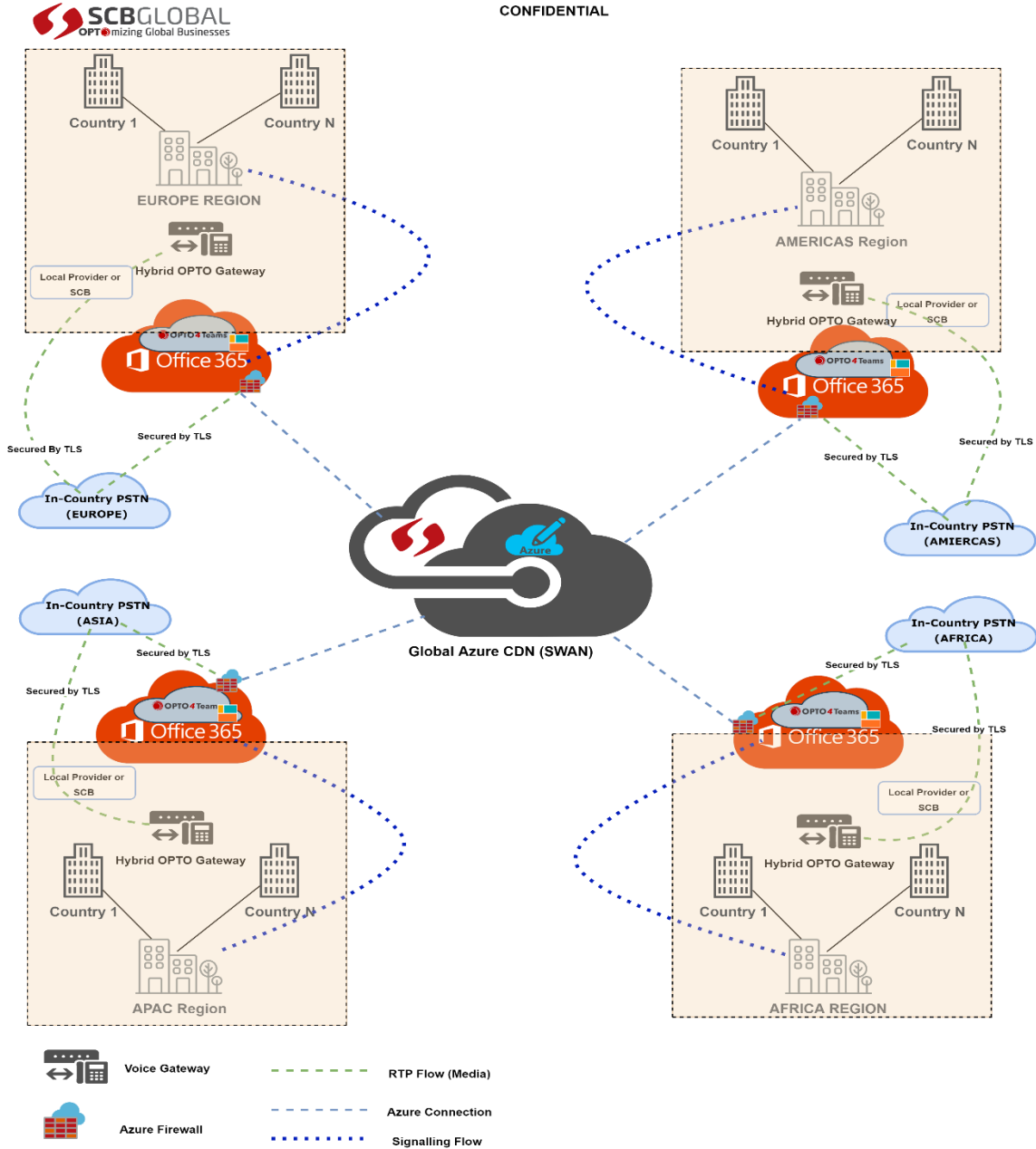
Please describe in detail your failover design in support of your proposed uptime SLAs. (How many 9s in support of the solution as a whole and/or for specific components)

The requested high availability will be delivered via a highly resilient network infrastructure with an advanced core system that interconnects with only highly acclaimed Tier-1 carriers around the world. We recognize the gravity of a network outage and its negative impact on the service delivery; hence we have developed a comprehensive range of delivery and disaster recovery (DR) solutions for our clients. We are specialists in designing end-to-end voice networks to ensure 99.99% reliability and can help to implement a fully robust business continuity plan for complete peace of mind. SCB Global & Anywhere365 Dialogue Cloud is architected for Azure, leveraging the Azure regional low-latency network infrastructure and Availability Zones. These Availability Zones are unique physical locations within an Azure region. Each zone is made up of one or more datacenters equipped with independent power, cooling, and networking. With the **OPTO4**Contact (Powered by Anywhere365) component in multiple Availability Zones, there is always a failover.

We leverage Audiocodes Mediant Cloud Edition in a multi-tenanted global architecture to deliver voice inside

Microsoft Teams; offering a cloud native, elastic **OPTO** platform that is based on a decomposed “micro-services” architecture. It is designed for building highly scalable SBCs (horizontal scaling) in virtualized cloud environments hosted in global Microsoft Azure environments, providing signaling redundancy and media redundancy for each call handled and carried by the SCB network.

Below diagram illustrates how SCB would leverage the already in place Microsoft SWAN network to connect and communicate between SCB Global –Microsoft 365 – Customer:



Global Network Connectivity Overview

Optionally SCB Global can also augment disaster recovery by enabling **OPTO** platform capabilities for scenarios when the Microsoft Teams application fails. This means that the **OPTO** softphone powers up to keep the end user service active by providing seamless dual ringing/call forking solution, should an enterprise wish for advanced DR

solution at the application layer. This will be discussed during Due Diligence.

The solution is resilient, offering at least two geographically diverse networks, each hosted in a separate co-location space in Azure and connected within an existing Point of Presence. Traffic is load-shared across the diverse sites per region.

Each of the two resilient connections are defined by several Session Border Controllers (SBCs), interfacing on the public side to the Microsoft Teams Platform (in Azure), which has multiple connections of its own for resilience. The SBCs will route calls to and from specific sub-domains in Microsoft Teams.

In terms of supporting the agency, the below would be the model:

1st Line – SCB Global [**OPTO4**Teams & **OPTO4**Contact]

2nd Line - SCB Global [**OPTO4**Teams & **OPTO4**Contact]

3rd Line – SCB Global [**OPTO4**Teams]

3rd Line – Anywhere 365 **OPTO4**Contact]

Further details on the SLA can be find in the below enclosed document



SCB_SLA_21_v6.docx

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 [REDACTED] ("Supplier").

1. Services. Supplier will provide to Customer the Services set forth on each mutually agreed Statement of Work during the CPA Term (as defined below). In providing the Services and performing its obligations hereunder, Supplier shall comply with Attachment A (Scope of Services).

2. Separate Agreement.
 - a. As set forth in the GTA Direct [REDACTED] Services Agreement, dated as of [REDACTED], 20[REDACTED], by and between Georgia Technology Authority ("GTA") and Supplier (the "GTA Agreement"), this Customer Purchase Agreement incorporates the terms and conditions (other than Sections 2.6 Effect of Termination, 3. Fee and 14.10 Notice) of the GTA Master Services Agreement. As such, Customer and Supplier each acknowledges and agrees that: (i) Supplier shall be solely liable for its obligations under this Customer Purchase Agreement; (ii) Customer shall be solely liable for its obligations under this Customer Purchase Agreement; and (iii) neither GTA nor the State of Georgia (nor any third party) shall be responsible for the obligations of Supplier or Customer under this Customer Purchase Agreement. Any claim or cause of action that Customer may have under this Customer Purchase Agreement, and that Supplier shall have against Customer, shall be exercisable solely against Supplier or Customer (as applicable) and not GTA or the State of Georgia.

 - b. Promptly following the execution of this Customer Purchase Agreement, Supplier shall return a copy of this executed Customer Purchase Agreement (including any applicable exhibits or attachments) to GTA at the address set forth below.

3. Collection of Customer Information. Customer and Supplier acknowledge and agree that from time to time, GTA may collect information in the form of Customer surveys, conduct Customer interviews, or request other information with respect to the services delivered or charges paid under this Customer Purchase Agreement.

4. Term. The term of this Customer Purchase Agreement shall begin on the CPA Effective Date and shall remain in effect until [REDACTED] (the "CPA Term"). Customer may extend the CPA Term upon written notice to Supplier, as long as the GTA Agreement remains in full force and effect at the time of such extension. For clarity, references to "Effective Date" in the GTA Agreement will be deemed to be the CPA Effective Date for purposes of this Customer Purchase Agreement.

GTA Direct Customer Purchase Agreement

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

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

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

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

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

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

| | |
|--|---|
| <p>[Name of Customer]</p> <p>_____</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> | <p>[Supplier]</p> <p>_____</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> |
|--|---|

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

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

Attachment A
Scope of Services

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

EXHIBIT 3F
SERVICE LEVEL MATRIX

| Critical Service Level Matrix | | | | | | | |
|--|-----------------------------|-------------------------------------|--------------------|---------|--|---|---|
| Ref ID | Service Levels | Initial + mos | Measurement Window | SL Type | Expected | Minimum | % of Invoice |
| Anywhere365 - Service Level Agreement - Dialogue Cloud_202108_V3.0 | P1 Premium Plus | 2nd month from the start of service | monthly | CSL | Mean Time to Acknowledge (MTTA) – 15 minutes; Mean Time to Restore SLA - Within 4 hours | MTTR P1 equals or less than 20 Case Handling Hours for Standard Support, 4 hours for Premium Plus Support | 10% |
| SCB_SLA_21_v6_P1 | P1 Premium Support (Voice) | 2nd month from the start of service | monthly | CSL | 99.99% | 99.99% | 10% |
| Anywhere365 - Service Level Agreement - Dialogue Cloud_202108_V3.0 | P2 Premium Plus | 2nd month from the start of service | monthly | CSL | Mean Time to Acknowledge (MTTA) – 15 minutes; Mean Time to Restore SLA - Within 20 Case Handling Hours | MTTR P2 equals or less than 40 Case Handling Hours for Standard Support, 20 Case Handling Hours for Premium Plus Support. | 50% of the monthly support fees for that month, below 99.95% |
| SCB_SLA_21_v6_P2 | P2 Premium Support (Voice) | 2nd month from the start of service | monthly | CSL | Within 8 business hours | Within 8 business hours | 10% of the monthly voice related fees for that month, below 99.9% |

| Key Measurement Matrix | | | | | | |
|--|-----------------------------|-------------------------------------|--------------------|---------|--|---|
| Ref ID | Service Levels | Initial + mos | Measurement Window | SL Type | Expected | Minimum |
| Anywhere365 - Service Level Agreement - Dialogue Cloud_202108_V3.0 | P3 Premium Plus | 2nd month from the start of service | monthly | KM | Mean Time to Acknowledge (MTTA) – 15 minutes; Mean Time to Restore SLA - Within 50 Case Handling Hours | MTTR P3 equals or less than 100 Case Handling Hours for Standard Support, 50 Case Handling Hours for Premium Plus Support |
| SCB_SLA_21_v6_P3 | P3 Premium Support (Voice) | 2nd month from the start of service | monthly | KM | Within 2 business days | Within 2 business days |

| Operating Level Reports Matrix | | | | |
|--|-----------------------------|-------------------------------------|--------------------|---------|
| Ref ID | Service Levels | Initial + mos | Measurement Window | SL Type |
| Anywhere365 - Service Level Agreement - Dialogue Cloud_202108_V3.0 | P4 Premium Plus | 2nd month from the start of service | monthly | OR |
| SCB_SLA_21_v6_P4 | P4 Premium Support (Voice) | 2nd month from the start of service | monthly | OR |

EXHIBIT 3G
SERVICE LEVEL DEFINITIONS

1.0 Critical Service Levels

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

1.1 First Service Level Measure Name

| SERVICE LEVEL NAME | | SECTION REFERENCE | START DATE |
|---|--|--|------------|
| Anywhere365 P1 Premium Plus | | Anywhere365 - Service Level Agreement - Dialogue Cloud_202108_V3.0 | 09/01/2021 |
| SERVICE LEVEL TYPE | P1 | | |
| METRIC DESCRIPTION | <p>Primary service functionality contains all components, needed for a particular customer, to initiate and maintain a dialogue between a caller and an agent.</p> <p>Primary service functionality is totally unavailable, and no workaround is provided.</p> | | |
| METRIC INCLUSIONS and DATA SOURCES | <p>Urgency - Primary Service Functionality Unavailable</p> <p>Impact – HIGH (all Anywhere365 UCCs or significant business impact)</p> | | |
| METRIC EXCLUSIONS | <p>Check section 8: CUSTOMER RESPONSIBILITY & SERVICE LEVEL PERFORMANCE LIMITATIONS in Anywhere365 - Service Level Agreement - Dialogue Cloud_202108_V3.0</p> | | |
| HOURS OF MEASUREMENT | 24 | | |
| DAYS OF MEASUREMENT | 365(366) | | |
| MINIMUM SERVICE LEVEL | <p>MTTR P1 equals or less than 20 Case Handling Hours for Standard Support, 4 hours for Premium Plus Support.</p> | | |
| EXPECTED SERVICE LEVEL | <p>Mean Time to Acknowledge (MTTA) – 15 minutes</p> <p>Mean Time to Restore SLA - Within 4 hours</p> | | |
| ALGORITHM | <p>MTTR P1</p> $= \frac{\sum \text{Time to Restore Service for all P1 closed Cases during the referring m}}{\sum \text{all closed P1 Cases during the referring month}}$ | | |

| | |
|------------------------------------|--|
| | *Durations in minutes |
| COLLECTION PROCESS | CUSTOMERS having purchased Premium Plus Support, are entitled, through their registered representative, to call the 24/7 Anywhere Customer Services Helpdesk via a dedicated phone number to report a P1 Incident. These Incidents also need to be reported in the online portal of the Anywhere365 Operations Helpdesk before the SLA (metrics) takes effect. Relevant details will be exchanged with Premium Plus End Customers during the delivery process. |
| REPORTING TOOLS | RCA report to be provided within 5 days of service restoration for P1 only, using PIR (Problem Incident Report). WSP can provide an intermediate report if full analysis is not complete. |
| RAW DATA STORAGE (ARCHIVES) | Anywhere365 Online helpdesk: https://supportdesk.anywhere365.net/ |
| PERFORMANCE CATEGORY | High urgency and high impact |
| METRIC REPORTING | <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly Semi <input type="checkbox"/> Annual |

1.2 Second Service Level Measure Name

| SERVICE LEVEL NAME | SECTION REFERENCE | START DATE |
|---|--|------------|
| Anywhere365 P2 Premium Plus | Anywhere365 - Service Level Agreement - Dialogue Cloud_202108_V3.0 | 09/01/2021 |
| SERVICE LEVEL TYPE | P2 | |
| METRIC DESCRIPTION | Secondary service functionality refers to all components that are used to enhance the dialogue between a caller and an agent. Secondary service functionality is totally unavailable, no workaround is provided, resulting in Primary Service Functionality degraded mode. | |
| METRIC INCLUSIONS and DATA SOURCES | Urgency - Primary Service Functionality Unavailable/ Secondary Service Functionality Unavailable Impact – MEDIUM (multiple UCCs) | |
| METRIC EXCLUSIONS | Check section 8: CUSTOMER RESPONSIBILITY & SERVICE LEVEL PERFORMANCE LIMITATIONS in Anywhere365 - Service Level Agreement - Dialogue Cloud_202108_V3.0 | |
| HOURS OF MEASUREMENT | 24 | |
| DAYS OF MEASUREMENT | 365(366) | |

| | |
|------------------------------------|--|
| MINIMUM SERVICE LEVEL | MTTR P2 equals or less than 40 Case Handling Hours for Standard Support, 20 Case Handling Hours for Premium Plus Support. |
| EXPECTED SERVICE LEVEL | Mean Time to Acknowledge (MTTA) – 15 minutes Mean Time to Restore SLA - Within 20 Case Handling Hours |
| ALGORITHM | $MTTR\ P2 = \frac{\sum \text{Time to Restore Service for all P2 closed Cases during the referring month}}{\sum \text{all closed P2 Cases during the referring month}}$ <p>*Durations in minutes</p> |
| COLLECTION PROCESS | CUSTOMERS having purchased Premium Plus Support, are entitled, through their registered representative, to call the 24/7 Anywhere Customer Services Helpdesk via a dedicated phone number to report a P1 Incident. These Incidents also need to be reported in the online portal of the Anywhere365 Operations Helpdesk before the SLA (metrics) takes effect. Relevant details will be exchanged with Premium Plus End Customers during the delivery process. |
| REPORTING TOOLS | RCA report to be provided within 5 days of service restoration for P1 only, using PIR (Problem Incident Report). WSP can provide an intermediate report if full analysis is not complete. |
| RAW DATA STORAGE (ARCHIVES) | Anywhere365 Online helpdesk: https://supportdesk.anywhere365.net/ |
| PERFORMANCE CATEGORY | Medium urgency and medium impact |
| METRIC REPORTING | <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi <input type="checkbox"/> Annual |

2.0 Key Measures

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

2.1 First Service Level Measure Name

| SERVICE LEVEL NAME | SECTION REFERENCE | START DATE |
|-----------------------------|--|------------|
| Anywhere365 P3 Premium Plus | Anywhere365 - Service Level Agreement - Dialogue Cloud_202108_V3.0 | 09/01/2021 |

| | |
|---|--|
| SERVICE LEVEL TYPE | P3 |
| METRIC DESCRIPTION | Secondary service functionality incident with a workaround restoring the service, and delivering a continuity of service needing to be addressed and corrected for full-service restoration |
| METRIC INCLUSIONS and DATA SOURCES | Urgency - Secondary Service Functionality Partially Unavailable Impact - Low |
| METRIC EXCLUSIONS | Check section 8: CUSTOMER RESPONSIBILITY & SERVICE LEVEL PERFORMANCE LIMITATIONS in Anywhere365 - Service Level Agreement - Dialogue Cloud_202108_V3.0 |
| HOURS OF MEASUREMENT | 24 |
| DAYS OF MEASUREMENT | 365(366) |
| MINIMUM SERVICE LEVEL | MTTR P3 equals or less than 100 Case Handling Hours for Standard Support, 50 Case Handling Hours for Premium Plus Support. |
| EXPECTED SERVICE LEVEL | Mean Time to Acknowledge (MTTA) – 15 minutes Mean Time to Restore SLA - Within 50 Case Handling Hours |
| ALGORITHM | $MTTR\ P3 = \frac{\sum \text{Time to Restore Service for all P3 closed Cases during the referring month}}{\sum \text{all closed P3 Cases during the referring month}}$ <p>*Durations in minutes</p> |
| COLLECTION PROCESS | CUSTOMERS having purchased Premium Plus Support, are entitled, through their registered representative, to call the 24/7 Anywhere Customer Services Helpdesk via a dedicated phone number to report a P1 Incident. These Incidents also need to be reported in the online portal of the Anywhere365 Operations Helpdesk before the SLA (metrics) takes effect. Relevant details will be exchanged with Premium Plus End Customers during the delivery process. |
| REPORTING TOOLS | RCA report to be provided within 5 days of service restoration for P1 only, using PIR (Problem Incident Report). WSP can provide an intermediate report if full analysis is not complete. |
| RAW DATA STORAGE (ARCHIVES) | Anywhere365 Online helpdesk: https://supportdesk.anywhere365.net/ |
| PERFORMANCE CATEGORY | Low urgency and low impact |
| METRIC REPORTING | <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi Annual <input type="checkbox"/> Annual |

3.0 Operational Reports

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

3.1 First Service Level Measure Name

| SERVICE LEVEL NAME | | SECTION REFERENCE | START DATE |
|---|--|--|------------|
| Anywhere365 P4 Premium Plus | | Anywhere365 - Service Level Agreement - Dialogue Cloud_202108_V3.0 | 09/01/2021 |
| SERVICE LEVEL TYPE | P4 | | |
| METRIC DESCRIPTION | All other events not covered by above described events | | |
| METRIC INCLUSIONS and DATA SOURCES | Urgency – Service Requests Impact - Low | | |
| METRIC EXCLUSIONS | Check section 8: CUSTOMER RESPONSIBILITY & SERVICE LEVEL PERFORMANCE LIMITATIONS in Anywhere365 - Service Level Agreement - Dialogue Cloud_202108_V3.0 | | |
| HOURS OF MEASUREMENT | 24 | | |
| DAYS OF MEASUREMENT | 365(366) | | |
| MINIMUM SERVICE LEVEL | There is no SLA for these request; they will be handled on best effort basis. | | |
| EXPECTED SERVICE LEVEL | Mean Time to Acknowledge (MTTA) – 15 minutes | | |
| ALGORITHM | Best effort | | |
| COLLECTION PROCESS | Please check section 7.2 in Anywhere365 - Service Level Agreement - Dialogue Cloud_202108_V3.0 | | |
| REPORTING TOOLS | N/A | | |
| RAW DATA STORAGE (ARCHIVES) | Anywhere365 Online helpdesk: https://supportdesk.anywhere365.net/ | | |
| PERFORMANCE CATEGORY | Low urgency and low impact | | |
| METRIC REPORTING | <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi <input type="checkbox"/> Annual | | |