

SUBSCRIPTION SCHEDULE

1. TERM OF SCHEDULE

The terms of the Engagement Addendum (“EA”) 019 between Unisys Corporation (“Unisys”) and the Department of Workforce Development (“DWD” or “Customer”) will apply to this Subscription Schedule. The Cloud services (SaaS) as detailed in this Subscription Schedule will start on the Go-Live Date and continue for sixty (60) months thereafter (the “Term”). DWD has the option to extend the Term for up to two (2) consecutive one-year renewal periods by notifying Unisys in writing thereof ninety (90) days prior to the end of the Term or renewal period.

2. OBJECTIVE

State of Wisconsin – DWD (the “State Agency”) will be able to utilize a “NICE InContact” Contact Center Solution from Unisys during the Term.

3. USING AGENCY/ENTITY PROJECT COORDINATORS

<p>State Contact for this SOW Meredith Cook MeredithA.Cook@dwd.wisconsin.gov (608) 266-0625</p>	<p>State Billing Contact for this SOW E-Invoicing Einvoice@dwd.wi.gov</p>
<p>Unisys Client Contact Greg Sherrill Greg.Sherrill@unisys.com (404) 443-0433</p>	<p>Unisys Billing Contact Charles Rader Charles.Rader@unisys.com (612) 567 7321</p>

4. DESCRIPTION OF SUBSCRIPTION, PRODUCTS AND SUPPORT SERVICES

a. This Subscription Schedule includes the following attachments:

Attachment A: Technical Support Information

5. ASSUMPTIONS

a. Support services provided under this Subscription Schedule will be provided during NICE inContact’s normal business hours which are Monday-Friday 6am-6pm MT.

b. All support services provided under this Subscription Schedule shall be performed in accordance with the applicable standard support offering made available by NICE

inContact for the Software Subscriptions provided under this Subscription Schedule and shall be performed remotely.

6. Software Subscription and corresponding Support Fees

Amounts and terms of payment for the Software Subscription and corresponding Support Fees provided under this Subscription Schedule are specified below:

Software Subscriptions

Product	Quantity	Unit MRC	Total MRC
Call Center Global Package (per Configured User)	500	\$65.85	\$32,926.83
Chat (per Configured User)	398	\$4.00	\$1,592.00
FedRamp Option	500	\$12.50	\$6,250.00
Screen Recording (per Configured User)	500	\$7.50	\$3,750.00
NICE inContact Textel (Up to 5,000 Messages)	1	\$433.13	\$433.13
NICE inContact Textel - Additional Line	1	\$12.50	\$12.50
NICE inContact Textel - Short Code Monthly	1	\$3,237.50	\$3,237.50
Additional Configured Universal Port (Beyond 1 ports included)	20	\$38.50	\$770.00
CX Success Premier Package	1.00	\$3,750.00	\$3,750.00
Quality Management with Voice Recording (per Configured User)	462	\$22.50	\$10,395.00
Workforce Management (per Configured User)	118	\$12.50	\$1,475.00
NICE inContact CXone Subscriptions TOTAL:			\$64,591.96

NICE inContact CXone Subscriptions (Charged on demand)

Product	Quantity	MRC	Total MRC
Additional Configured Universal Port (Beyond 3 ports included)	1.00	\$38.50	\$38.50
Active Storage (per GB)	1.00	\$0.40	\$0.40
Long Term Storage (per GB)	1.00	\$0.05	\$0.05
Long Term Storage Retrieval (per GB)	1.00	\$0.75	\$0.75

Network Connectivity

Monthly Network Connectivity Subscriptions			
Product	Quantity	Unit MRC	Total MRC
Local Number [US]	1.00	\$6.45	\$6.45
Domestic Toll Free Number [US]	1.00	\$1.50	\$1.50
MAX Integrated Softphone	500.00	\$0.00	\$0.00
Monthly Network Connectivity Subscriptions TOTAL:			\$7.95

Network connectivity Usage Rates		
Flat Rate		
Distance	Inbound Toll Free	Outbound Termination
USA (Contiguous States)*	0.0130	0.0110
Extended Calling Areas**		
Alaska	0.1918	0.1320
Hawaii	0.0292	0.0114
Canada	0.0225	0.0100
Guam	0.2718	0.0310
Puerto Rico	0.1525	0.0194
Saipan/Mariana Islands	0.4079	0.0389
US Virgin Islands	0.1014	0.0134
International**	See Internation al Rates	See International Rates
Local Inbound	0.0100	N/A
Outbound Toll Free	N/A	0.0100
Indeterminate (Default)	0.0150	0.0150
* USA Contiguous States are billed in 6-second increments with a 6-second minimum, 4 th decimal rate rounding		
** Extended and International Rates are billed in 6-second increments with a 30-second minimum, apart from Mexico, which is billed in 60-second increments with a 60-second minimum, 4 th decimal rate rounding		

Remittance Address and Banking Information

UNISYS CORPORATION
99865 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693

EFT or EDI payments to:
BANK OF AMERICA, N.A
ACCT NO 12334-30904

ABA 121000358 ACH



*All prices are subject to applicable sales and use tax

Invoicing.

- a. Unisys shall invoice DWD for the NICE inContact CXone Subscription fees set forth above on a Monthly Recurring Charge (MRC) basis during the Term, monthly in arrears commencing on the calendar month of the Go-Live Date, in accordance with Section 1 of the "Additional Terms and Conditions" section set forth in the SOW.
- b. The maximum monthly license usage that DWD can be billed for is the highest number of licenses active in each billed month.

- c. Unisys shall invoice DWD for the Network Connectivity fees set forth above during the Term, monthly in arrears commencing on the calendar month of the Go-Live Date, in accordance with Section 1 of the "Additional Terms and Conditions" section set forth in the SOW.

BY EXECUTING AND DELIVERING THE TERMS OF EA 019, THE SOW AND THIS SUBSCRIPTION SCHEDULE, THE PARTIES EXPRESSLY AGREE TO AND CONSENT TO BE BOUND BY ALL OF THE TERMS OF EA 019, THE SOW AND THIS SUBSCRIPTION SCHEDULE.

<p align="center">State of Wisconsin (Department of Workforce Development)</p>	<p align="center">Unisys Corporation</p>
<p>Signature and Date:</p> <p>DocuSigned by:  Robert Cherry, Jr. 6/18/2021 <small>72016664DF4A4D1...</small></p> <p>Deputy Secretary, Department of workforce Development</p>	<p>Signature and Date: Duncan "Duke"</p>  Ingraham 6/17/21

Attachment A: Technical Support Information

Customer Requirements

Customer is required to assign a minimum of two technical contacts to act as sole liaisons between Customer and inContact for support. Customer's technical contacts must have, at a minimum, initial basic product training and, as needed, supplemental training appropriate for the specific role and specialized product usage. The technical contacts must be knowledgeable about inContact software and the Customer's environment in order to help resolve system issues and assist inContact in analyzing and resolving service requests. When submitting a service request, the technical contact should have a baseline understanding of the problem encountered and an ability to reproduce the problem in order to assist inContact in diagnosing and resolving the problem. The technical contact shall adequately engage with inContact Services personnel, respond to requests in a timely manner pursuant to the priority of the issue, and make reasonable effort to make efficient progress toward resolution. To avoid interruptions in support services, Customer must notify inContact whenever technical contact responsibilities are transferred to another individual. Nice inContact may review service requests logged by the technical contacts, and may recommend specific training to help avoid service requests that would be prevented by such training.

Service Level Definitions

An "Incident" is defined as any event which is not part of the standard operation of a service and which causes, or may cause an interruption to, or a reduction in the quality of that service. Reasonable efforts will be made to respond to Customer's service requests per the following guidelines:

Severity Definitions.

Severity	Description
Severity 1	Incidents that result in the network or an application platform being unavailable. These include items that are causing complete outages of the production environment. A complete outage removes one or more core functions of the inContact application. Incidents that impact more than approximately 75% of a customer's agents. Example (But not limited to) Core service is down - IC Central is down - Agents unable to log in. Major feature is not working - Real time reporting not accessible. Outbound dialer not calling out.

Severity 2	Incidents that limit a customer's normal use of the network, the program is usable but is severely limited and there is no valid work-around. These include items that are causing partial outages of the production environment and/or its features. A partial outage removes some features, but the overall system remains mostly intact and functional. Incidents that affect approximately 50-75% of a customer's agents. Example: A single report is not functioning - A feature in IC Central is not working - A single (non- critical) feature is not working - Report timeouts Isolated instances of dropped calls, echo, or call quality issues. Inaccurate report data
Severity 3	Incidents that are inconvenient, but don't preclude full-use of the network, system, product or critical features or a higher severity incident that has a valid work-around. These include items that do not affect system functionality. Incidents that affect approximately 25-50% of a customer's agents. Example: IC Central intermittent slowness - performance - Incidents which have a valid work-around - Reports formatted incorrectly
Severity 4	Incidents that cause little impact on operations or that a reasonable workaround to the problem has been implemented. These include items that are requested by a customer, but have zero impact on the system or the customer's business needs. Incidents that affect up-to approximately 25% of a customer's agents. Example: Typos - UI formatting - enhancements new features

Incident Severity and Response Time.

Incident Severity	Initial Response	Status Updates
Severity 1 all hours	Respond to client within 1 hour of notification.	Every 2 Hours
Severity 2 all hours	Respond to client within 4 hours of Notification.	Every 8 Hours
Severity 3 standard hours	Respond to client within 12 hours of notification.	Every 24 Hours
Severity 4 standard hours	Respond to client within 24 hours of notification	Every 48 Hours

Initial responses and status updates will be tracked and measured within Nice inContact's case management system. Incidents are prioritized according to their business impact and frequency described in this document.

Incident Resolution Time. Resolution is defined as the restoration of service of a reported incident or the implementation of a viable work around. Service levels are based on a Mean Time To Resolve ("MTTR"). Is measured monthly and quarterly. Severity service levels do not apply to issues that are determined to be third party vendor issues, bugs or product enhancements; these are escalated to the inContact Software Engineering group.

Incident Severity	Resolution Time
Severity 1	4 hours MTTR
Severity 2	24 hours MTTR
Severity 3	48 hours MTTR
Severity 4	96 hours MTTR

Support Escalation.

If incidents are not resolved by the above timelines or Customer feels the time frame assigned to a Severity is not acceptable, Customer may escalate the case by contacting inContact in the following order: (i) Technical Support, (ii) Technical Support Supervisor, (iii) Manager on Duty.

Required Information When Contacting Technical Support

- Description of Issue and Customer's environment
- Background information about the issue
- Any diagnostic information that the customer might have

Hours of Operation

inContact Support standard hours of operation are Monday through Friday 6:00 AM 6:00 PM Mountain Time. During standard hours, inContact Technical Support will be available by phone and cases submitted via support.incontact.com. During non-standard hours, Severity 1 and 2 incidents are handled by after-hour agents and may be escalated to an inContact Support on-call technician. If an after- hours incident occurs that is a Severity 3 or 4, a case will be created and Technical Support will work the case according to the SLAs.

Support Site

The inContact Support Site is a secure, easy-to-use website that provides a place for customers to utilize the inContact knowledgebase to obtain documentation and get answers to technical questions. Customer can also open requests for technical support and check and comment on the current status of cases. The inContact Self-Help tools and online issue/incident/case creation and management described in this support policy are available at support.incontact.com. The inContact Technical Support and Customer Care hotline is (800) 826-8028.

STATEMENT OF WORK

1. TERM OF SERVICES

The term of this Statement of Work ("SOW") will commence upon the SOW becoming fully executed, and continue until completion of the implementation services described in this SOW. The implementation services consist of implementation, training and professional services as further described in this SOW. The terms of the EA 019 between Unisys Corporation ("Unisys") and the Department of Workforce Development ("DWD" or "Customer") will apply to the services as stated herein. Unisys and DWD are referred to as the "Parties" throughout this document. Unisys, will perform the implementation services as provided under this SOW. For purposes of this SOW, work to be performed by Unisys under this SOW may be performed at Unisys' sole discretion by its Subcontractor, NICE inContact. References to NICE inContact in this SOW represent NICE inContact acting as a Unisys subcontractor, performing services on behalf of Unisys for the benefit of DWD.

2. OBJECTIVE

State of Wisconsin – DWD (the "State Agency") will procure a "NICE InContact" Contact Center Solution from Unisys.

3. USING AGENCY/ENTITY PROJECT COORDINATORS

<p>State Contact for this SOW Meredith Cook MeredithA.Cook@dwd.wisconsin.gov (608) 266-0625</p>	<p>State Billing Contact for this SOW E-Invoicing Einvoice@dwd.wi.gov</p>
<p>Unisys Client Contact Greg Sherrill Greg.Sherrill@unisys.com (404) 443-0433</p>	<p>Unisys Billing Contact Charles Rader Charles.Rader@unisys.com (612) 567 7321</p>

4. DETAILED DESCRIPTION OF SERVICES AND DELIVERABLES

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1. Implementation Services

Specific dates or timeframes in this SOW are based on information known as of execution of this SOW and are subject to change according to the change request process established in this SOW.

Estimated Project Start Date: August 1, 2021 (to be mutually agreed to by the parties)

Estimated Project Duration: Five (5) months

The estimated implementation timeline encompasses the phases of Initiate, Plan, and Execute, along with appropriate Monitoring and Control activities. Design activities have commenced in preparation of this SOW. The timeline above is predicated on DWD's resources and subject matter experts being made available timely and act promptly to complete DWD's responsibilities for successful completion of this SOW.

2. Attachments

This SOW includes the following attachments:

Attachment A: Change Request and Build Completion Template

Attachment B: Glossary of Terms and Acronyms

Attachment C: Standard Terms of Use

3. Solution Overview

3.1 Scope of Work

DWD has asked Unisys and its subcontractor NICE inContact to deliver a configured NICE inContact SaaS Contact Center Solution ("Solution"). This SOW sets forth the professional services methodology and defines the scope of work for design, configuration, integration, deployment, and related enablement activities for the solution.

The solution will support five business areas administered by DWD (collectively, "the Business Areas" or individually, "Business Area")

1. Unemployment Insurance (UI) Benefits (UI Adjudication, UI Mentor Line, Transfers from vendor to DWD, JCW Inquiry Line, Employer Claim, Inquiries and Assistance, Q3, PUA, UI Benefits Hotline)
2. UI Tax (Teams, UICBOP, UICDEP, Wage Inquiry)
3. Bureau of Information Technology Information Technology Solutions Center (ITSC)
4. Division of Employment and Training (DET)
5. Workers Compensation Division (WC)

Distribution of the users will be determined during the Business Requirements Workshop Sessions and documented in the Business Requirements Document (BRD).

Implementation includes completion of the following tasks:

- Business Requirements Workshop / Session
- Full System Installation and Configuration (as defined below)
 - Integration with Customer Provided Single Sign-On (SSO) System using SAML
 - Full Voice Routing & Configuration
 - Non-Voice Routing & Configuration
 - Training
 - Solution Documentation
 - UAT Support
 - Go-Live Support

Unisys will implement the following subscriptions, services, and products (Pricing and Service descriptions are included in the Service Order):

- Agent:
 - Call Center Global Package (per Configured User)
 - MAX Integrated Softphone
 - Quality Management with Voice Recording (per Configured User)
 - Screen Recording (per Configured User)
 - Workforce Management (per Configured User)
 - Chat (per Configured User)
 - FedRAMP Option
 - NICE inContact Textel (Up to 5,000 Messages)
 - NICE inContact Textel – Additional Line
 - NICE inContact Textel – Short Code Monthly
 - Additional Configured Universal Port (Beyond 3 ports included)
- Support:
 - CX Success Premier Package
- Services:
 - CXone with User Hub
 - Quality Management with Voice Recording Implementation
 - Screen Recording Pro Implementation
 - Quality Management Training
 - Workforce Management Implementation
 - Workforce Management Training
 - Textel Implementation (Up to 25K Messages)
 - Textel Short Code – SETUP
 - Enterprise Professional Services Implementation
 - ACD Training: Core
 - Call Center Global Package Implementation

- CXone CRM Driven ScreenPOP/Call Routing Implementation
- Chat Implementation
- ACD Training – Core - Enterprise
- CXone Scripting Training – IVR Development - Private
- Connectivity:
 - Local Number [US]
 - Domestic Toll Free Number [US]
 - Local Number [US] – SETUP
 - Local Number Activation [US]
 - Domestic Toll Free Number [US] – SETUP
 - Domestic Toll-Free Activation

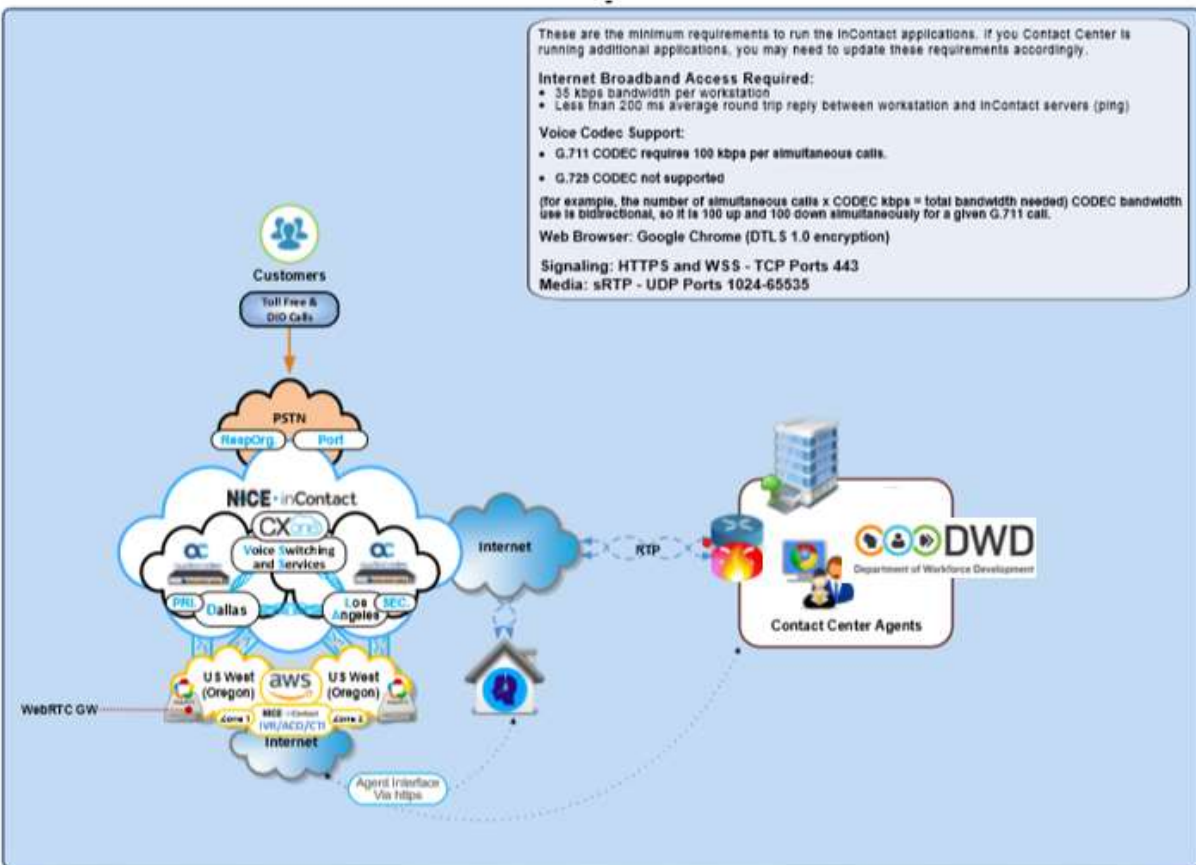
The storage and retrieval products listed above are used to store and retrieve call recordings, as well as prompts and scripts that are used to customize the solution for Customer. No data collected will be stored long term within the solution.

3.2 Outside this Scope of Work

The following activities are to be performed by the Customer. The activities in this Section 3.2 are outside the Scope of Work of this SOW and will not be performed by NICE inContact.

- Creation of custom reports
- Creation of any web service, API or middleware
- Voice talent to record prompts
- Implementation and/or configuration of any SSO system

3.3 Connectivity Connectivity Diagrams



Customer shall authorize NICE inContact to act as their agent for the purposes of configuring Public Switch Telephone Network (PSTN) services, to include (but not limited to):

1. Assuming the role of Responsible Organization for existing Toll Free numbers associated with the Business Areas (“RespOrg-ing”).
2. Transferring US- domestic local numbers (commonly referred to as “Direct-Inward-Dial numbers” or “DIDs”) from the incumbent service provider to NICE inContact (“Porting”).
3. Ordering new Toll Free and local numbers as necessary

Connectivity configuration not specified in Section 3.3 of this SOW will be defined during the Business Requirements Workshop Sessions and documented in the BRD.

4. Glossary of Terms and Acronyms

Certain capitalized terms in this SOW are defined in Attachment B: Glossary of Terms and Acronyms. Other capitalized terms used in this SOW are defined either in the Service Contract,

the terms of use governing the Contract, or in the context in which they are used, and shall have the meanings indicated therein.

5. Understandings

5.1 General Understandings

1. NICE inContact professional service resource allocation and assignment will be at NICE inContact's discretion based on timeline, needs, and availability.
2. NICE inContact's normal business hours are Monday-Friday 6am-6pm Mountain Time (MT). All work including cutover and testing shall be completed during these hours unless special arrangements are made with the Implementation Manager in advance.
3. All SOW Services shall be performed remotely except as explicitly defined herein or upon mutual agreement of the Parties.
4. If project timelines are fixed, then scope may require adjustment to meet the timelines.
5. If resources must be adjusted instead of or in addition to scope, then additional costs may apply subject to Section 8, Change Management.

5.2 Technical Understandings – NICE inContact ACD/IVR

1. DWD contact center operations technical environment meets all of the system requirements available online at the following URL:
<https://help.nice-incontact.com/content/platformrequirements/platformrequirements.htm>
 - 1.1 Supported Environments:
See [Platform Requirements \(nice-incontact.com\)](https://help.nice-incontact.com/content/platformrequirements/platformrequirements.htm)
<https://help.nice-incontact.com/content/platformrequirements/platformrequirements.htm>
 - 1.2 Desktop Virtualization Policy:
[Platform Requirements \(nice-incontact.com\)](https://help.nice-incontact.com/content/platformrequirements/platformrequirements.htm)
<https://help.nice-incontact.com/content/platformrequirements/platformrequirements.htm>DWD will provide audio prompts and any custom hold music to NICE inContact in an 8-bit, single channel (mono), CCITT μ -law, 64 kbps bit rate, 8kHz audio sample rate, .WAV (Uncompressed) format. Nice InContact does provide the capability to record prompts.
2. Prompts can be pre-recorded audio files, text-to-speech (TTS) renditions of values provided in the script, or a combination of these.
3. Increasing or decreasing queueing or concurrent call handling capacity requires an authorized DWD contact to submit a request to Technical Support to change the number of available universal ports.
4. Any outbound phone skill that is not configured with a specific caller ID will be assigned the Global Caller ID – as long as the “Global Caller ID” is a 608 number.
5. DWD and each Business Area referenced in Section 3.1 that shares this installed instance will have the ability to add, manage, and record IVR prompts.
6. Contact scripts will be developed pursuant to NICE inContact's best practices to ensure standard coding practices and to minimize support issues. Aligning scripts to DWD's quality assurance or development practices is out of scope. Each Business Area will receive, at a minimum, contact scripts that mirror their existing flow; however, some

Business Area scripts may need to be re-engineered from the ground up, due to specific business needs, while other scripts/flows may need to be simplified. This would be at the discretion of each Business Area.

7. Blind transfers outside the NICE inContact system end call progress and recordings, if applicable, and the port used for that call is freed. Transfer actions remain in the NICE inContact platform and the call progress continues to be monitored and recorded, if applicable. On transfer, the call begins consuming two ports.
8. Call recordings are not available for blind transfers outside the NICE inContact system.
9. Call recordings on the Quality Management platform initiate when the interaction is delivered to the agent. No recordings are made prior to OnAnswer.
10. Internet Broadband Access Required: 35 kbps bandwidth per workstation.

5.3 Technical Understandings – Integration

1. Integration to systems or services not explicitly specified for integration in this SOW are out of scope.
2. Integration endpoints will be available and accessible for development and testing pursuant to the agreed upon project plan.
3. Application programming interfaces (APIs) for any application integration that is in scope, will be fully documented by DWD and available for testing prior to the NICE inContact solution being built. Some Data Base lookups will also be required.
4. Integration via a URL call that returns an HTML Table must contain only <tr>, <th>, and <td> elements nested inside a <table> element. Header elements are required and may not contain spaces or any other special characters except an underscore. The use of colspan and rowspan attributes is not supported.
5. Web service integration via SOAP or XML must adhere to SOAP 1.1 or 1.2 standards and be accessible through the open internet or a Customer managed connection with Amazon Web Services (AWS) via AWS Direct Connect. In order to utilize a SOAP web service, DWD will need to provide the WSDL for NICE inContact to compile and test the structure of the web service to ensure it complies with the aforementioned standards. HTTP authentication is not supported. The iCredentials object or Customer HTTP headers may not be used for authentication. Credentials must be contained in the body of the request and may be a separate object in the body. Only simple objects are supported and use of XML or Schema as inputs or outputs is not supported. The use of an XML Stream response may be supported in some circumstances.
6. SSL certificates cannot be installed on the NICE inContact side.
7. Web service integration via REST must be accessible via the open internet or a Customer managed connection with Amazon Web Services (AWS) via AWS Direct Connect. HTTP authentication is not supported. HTTP headers can be used for authentication. Request values will be placed on the URL or in the body of the request as JSON or XML. Return values must be formatted to match the request, JSON or XML. If DWD requires that the request contain XML, the return must be given in XML also. The use of any other request format other than JSON or XML may require additional time for development and testing.
8. Development of third-party software to facilitate integration between NICE inContact and unsupported environments is solely the responsibility of DWD.

9. DWD and each Business Area that shares this instance will test integration(s) to production environment(s) before Go-Live.
10. The return size of an integration payload cannot exceed 32 KB (kilobytes) worth of data on any given integration return.
11. All NICE inContact APIs are documented at [Home \(niceincontact.com\)](https://developer.niceincontact.com/)
<https://developer.niceincontact.com/>

5.4 [Technical Understandings – Reporting Capabilities](#)

1. If purchased, Direct Data Access (DDA) results can only be accessed and displayed via Microsoft Excel for use in Pivot tables. Any other third party tools do not support reporting via DDA. Currently the only supported export file formats are .csv, excel, word and pdf.
2. Custom metrics (outside of what is provided in custom reports) cannot be configured or built by the Customer inside the NICE inContact platform. NICE inContact does offer a fee-based service through our Expert Services team that uses Data Download to build custom reports. Custom Data Download reports are designed to provide raw data that may not be found in pre-built or custom reports linked below. Custom Data Download reports will contain data on a contact or per-agent basis and are not intended to group or summarize data. Custom Data Download reports cannot combine contact-level data with agent-level data within the same report. The number of available columns within the Custom Data Download report is limited based on the type and amount of data that needs to be included.
3. Detailed call (contact) transfer data is not currently available in any reporting solution.
4. NICE inContact reporting shall not be used to drive any payroll or billing activities, as the level of detail is not appropriate for these activities.
5. IVR Press Path reporting is designed to identify opportunities to optimize IVR and/or reduce abandoned calls. The NICE inContact platform stores this data for 90 days; however, the report can only be run in 30-day increments and is limited to 100 entries per contact. If additional detail beyond what is available in the pre-built report is needed, expanded call flow logic may be necessary in order to capture required data elements.
6. Reporting is available via pre-built (“canned”), Customer-created custom reports, Supervisor, Dashboards, Reporting APIs, and Data Download Reports.
 1. Pre-built reports described at the following URL:
<https://help.nice-incontact.com/content/reporting/prebuiltreports/acdprebuiltreportsoverview.htm>
 2. Custom reports that Customer can build are described at the following URL:
[Custom Reporting \(nice-incontact.com\)](https://help.nice-incontact.com/content/reporting/customreporting/customreporting.htm)
<https://help.nice-incontact.com/content/reporting/customreporting/customreporting.htm>
 3. Supervisor is described at the following URL:
[Supervisor Overview \(nice-incontact.com\)](https://help.nice-incontact.com/content/supervisor/supervisoroverview.htm)
<https://help.nice-incontact.com/content/supervisor/supervisoroverview.htm>
 4. Dashboards are described at the following URL:
[Data Dictionary \(nice-incontact.com\)](https://help.nice-incontact.com/content/reporting/datadictionary/datadictionary.htm)
<https://help.nice-incontact.com/content/reporting/datadictionary/datadictionary.htm>
 5. Reporting APIs are described at the following URL:
<https://developer.niceincontact.com/API/ReportingAPI>

6. Data Download Reports are described at the following URL: <https://help.nice-incontact.com/content/reporting/datadownloadreports/datadownloadoverview.htm>
7. The Data Dictionary is listed at the following URL: <https://help.nice-incontact.com/content/reporting/datadictionary/datadictionarynew.htm>
8. Report Refresh Rates are listed at the following URL: <https://help.nice-incontact.com/content/reporting/reportrefreshrates.htm>

5.5 Training Understandings

1. All training is provided in a virtual train-the-trainer format except as explicitly stated herein. eLearning is available via NICE inContact Dojo.
2. Training dates and resources for on-site training are subject to availability.
3. In-person training may be provided at DWD's location or Nice inContact, based on DWD's preference or the format of the selected training. Training may be delivered via video conferencing.
4. For in-person, on-site training at DWD's location, DWD agrees to provide sufficient space and resources to enable effective training for a reasonable number of participants. Specific class size limits will be set with DWD prior to commencement of training.
5. One (1) trainer is provided except as otherwise expressly stated herein.
6. Developers and Technical Administrators that will participate in training must have a workstation with the appropriate application(s) installed and working before the scheduled training date.

6. Roles & Responsibilities

6.1 NICE inContact Resources

A NICE inContact Implementation Manager ("NICE inContact PM") will be assigned promptly after execution of this SOW.

6.2 NICE inContact Roles & Responsibilities

The Implementation Manager (IM) shall:

1. Serve as the primary point of contact for NICE inContact in connection with the SOW Services herein, including working with the DWD team to jointly develop a project plan and coordinate NICE inContact's resources for the Project.
2. Manage issues and escalations as they pertain to the SOW Services.
3. Serve as the communication link between DWD and NICE inContact throughout the project life cycle.
4. Be a proactive and customer-centric interface between DWD and NICE inContact, while providing internal customers, technical staff, and upper management with project status.
5. Plan, estimate, and organize the overall implementation of NICE inContact Solution while being applied in DWD environments.
6. Provide direction, motivation, and support to project team.
7. Plan for project contingencies and anticipate variations that may impact on-time delivery.
8. Plan for project contingencies and anticipate variations that may impact resources, successful implementation, and revenue recognition.
9. Provide weekly project status reports on NICE inContact activities.

10. Plan and organize the implementation in the DWD environment.
11. Serve as the communication link between DWD and NICE inContact throughout the entire project, and act as liaison with other NICE inContact departments.
12. Provide product-specific subject matter expertise during development of the project plan.
13. Ensure BRD initiation, completion, and revision as necessary.
14. Build, provision, configure, and activate all NICE inContact products as set forth in the Project Plan.
15. Complete all NICE inContact testing prior to end user testing.

The Network Engineer shall:

1. Provide necessary due diligence related to capacity, latency and disaster recovery.

The NICE inContact Onboarding Manager shall:

1. Partner with managers, supervisors and administrators every step of the way during initial use of the NICE inContact technology
2. Focus on learning and a successful transition to the NICE inContact platform through the Onboarding engagement
3. Build on the knowledge provided by Nice inContact education team to ensure proficiency during real world use
4. Provide Onsite or Remote support at go-live and as needed/purchased (both pre and post go-live) providing direct training/support to agents, supervisors & managers. If Onsite support is preferred, please refer to Section 12, Service Fees and Invoicing Terms, referencing associated travel related expenses. (Iterations of the trainings to be limited to time available when onsite.)
5. Provide up to 4 weeks of remote support addressing knowledge related questions as they arise
6. Provide deep focus on reporting, enabling the successful interpretation of existing reports, and/or the creation of custom reports

The Cloud Connectivity Engineer shall:

1. Serve as the primary point of contact for NICE inContact in connection with vetting and designing an agreed upon solution for connecting DWD to the NICE inContact platform, including working with the DWD team to jointly develop a connectivity model and coordinate NICE inContact's resources for the Project.
2. Gather and manage requested go live dates, site and facility capabilities for DWD as well as discuss and present necessary NICE inContact requirements for any proposed or requested connectivity solution.
3. Serve as the single point of contact for gathering necessary information for creating or making changes to a connectivity solution.
4. Plan, estimate, and organize the gathering of overall technical information regarding connectivity between DWD environments and NICE inContact Data Centers.
5. Plan for project contingencies and anticipate variations that may impact on-time delivery. All deadlines for DWD must be communicated to the Connectivity Engineer to ensure service can be implemented for any go live date requested.

6. Provide timely project updates on designs in process and any outstanding items pertaining to NICE inContact connectivity.

6.3 DWD Resources

1. DWD agrees to assign a resource to act as primary point of contact for NICE inContact resources and facilitate the necessary communications with and participation of other DWD Subject Matter Experts in the accomplishment of the tasks necessary for a successful deployment of the overall solution.
2. DWD will coordinate access to and sufficient time with the subject matter experts identified in Section 6.4. Not all resources will be required for the entire duration of the project. NICE inContact will coordinate with DWD to draft a project plan that includes specific details about when and for what duration resources will be required.

6.4 DWD and the Business Area Roles & Responsibilities

1. Roles:
 - 1.1 Executive Sponsor: DWD will nominate the Executive Sponsor of the project, is the senior leader that has overall accountability for the project.
 - 1.2 Project Manager: Responsible for the success of the project and the main point of contact for the NICE inContact team; responsible to assign and manage DWD resources for tasks required for performance of the SOW Services
 - 1.3 ACD Business Requirements Experts: Responsible for defining requirements of ACD/IVR, serve as the call flows expert, and provide extensive knowledge of customer experience requirements in terms of call flow
 - 1.4 IT and Infrastructure: Responsible for providing knowledge of company network, perform ping test, etc., bandwidth, desktop and application support
 - 1.5 Telephony Technical: Responsible for providing PBX knowledge, phone/agent leg knowledge, and carrier coordination
 - 1.6 Integration / Data Architect: Responsible for integration between Customer and Service Provider platforms
 - 1.7 Contact Center Managers and Agent Administrators: Responsible for administering users in NICE inContact User Hub and performance reporting
 - 1.8 Contact Center Training: Responsible for training agents and becoming a Subject Matter Expert on NICE inContact platform
 - 1.9 IVR Prompt Creator/Administrators: Responsible to create content and manage the update of prompts
 - 1.10 Call/Process Flow Scripting: Responsible for administering NICE inContact Studio and updating scripts
 - 1.11 Billing Contact/Accounts Payable: Responsible for receiving invoice and verifying that payment is made
 - 1.12 Trainer: Responsible for administering ongoing training for DWD staff resources
2. Responsibilities:
 - 2.1 Timely delivery of SOW Services coordination tasks and communication responses needed from DWD.
 - 2.2 Timely coordination for creation of the Project Plan.
 - 2.3 Collaborate with NICE inContact to modify the Project Plan if circumstances will delay the SOW Services schedule.

- 2.4 Disclose all deadlines for DWD to enable achievement of the requested Go-Live date.
- 2.5 Provide accurate and complete test data, in the time agreed to per the mutually agreed to project plan, for use during the development and QA efforts by NICE inContact.
- 2.6 Timely performance of End User Testing.
- 2.7 Timely return of the Build Completion Form email.
- 2.8 Provide an environment that meets the minimum requirements as documented at <https://help.nice-incontact.com/content/platformrequirements/platformrequirements.htm> under Platform Requirements, Supported Environments, Ports, Domain, IP Address Requirements, and Voice Requirements, Desktop Virtualization Policy, and Security and Encryption.
- 2.9 Provide NICE inContact with no less than fifteen (15) calendar days' written notice prior to the scheduled start date of any activities related to this SOW if DWD desires to reschedule the start date of the project herein. DWD understands that providing shorter notice period to NICE inContact may result in delays in the project schedule and additional costs to DWD, such as travel and expenses, airfare change fees, hotel change fees, and any other applicable rescheduling fees. DWD agrees that, if it postpones any activities related to this SOW without providing timely notice NICE inContact may, at its discretion, impose, and DWD agrees to pay any additional NICE inContact fees or other fees or expenses incurred in connection with rescheduling.
- 2.10 Complete all of the required documentation in a timely manner based on the agreed project schedule.
- 2.11 Provide timely access to appropriate stakeholders, project managers, approvers, decision makers, technical teams, and all supporting resources.
- 2.12 Be responsible for and ensure the prompt responsiveness and performance of any third-party vendor (TPV) and/or subcontractor engaged by the Customer in connection with the Solution described in this SOW. If the third-party vendor and/or subcontractor miss commitments or dates, the delivery dates will need to be assessed and adjusted.
- 2.13 Follow NICE inContact's implementation methodology and practices.

7. Description of SOW Services

The SOW Services to be performed, the tasks to be conducted and where applicable, deliverables to be provided for each project phase are set forth in the charts on the following pages.

7.1 [Implementation Framework and Cadence](#)

DWD shall follow the NICE inContact implementation methodology to achieve successful and timely implementation of DWD's NICE inContact environment through the SOW Services.

inContact Project Management Methodology

- Standardized, Repeatable & Tested
- Milestone Phases to Assure Quality and Accountability
- Customer-Focused Partnership



7.2 High Level Timeline & Phasing

Below is one illustration of a project’s potential phases that follows NICE inContact’s methodology, best practices, and has a long history of success. Actual project phases, timelines, milestones, and tasks will be initiated and then finalized after collaboration, more detailed analysis based on actual business requirements, and mutual agreement of requirements, configurations, and success measures for the end result of our joint efforts. Any modification to the scope or mutually agreed to timelines, task owners, or documented requirements will be handled with the Change Management process as detailed in Section 8 of this Statement of Work.

Task Name	Assigned To
ACD/IVR, DirectData, Integration, Auto Attendant, Connectivity, Personal Connection, Chat & Email	
Connectivity	
Validate Connectivity Design/Case	inContact - Implementation Manager
Confirm Connectivity Required Service order w/ client	inContact - Implementation Manager
Open Ports per NG Requirements Documentation	inContact - Implementation Manager
inContact ACD/IVR	
ACD/IVR Requirements	
Kick Off Call	inContact - Implementation Manager
Confirm Technology Minimum Billing Date	inContact - Implementation Manager
Completed Project Team and Roles Document	DWD
Project Documentation	inContact - Implementation Manager
Connectivity Submitted	inContact - Order Management & inContact Implementation Manager
Project Plan Established	inContact - Implementation Manager
Define Communication Needs	inContact - Implementation Manager
Schedule Project Status Meetings	inContact - Implementation Manager
<i>ACD/IVR Project Team Training & Access</i>	
Create Login for Project Team in Central	inContact - Implementation Manager
Provide inContact U Admin access	inContact - Implementation Manager
Complete inContact U eLearnings	DWD
UserHub & MAX Demo	inContact - Implementation Manager
Initial Information Requirements Workbook filled out by DWD and delivered to NICE inContact	DWD
Gather Requirements	inContact - Implementation Manager
Create Use cases for inContact to create test cases	DWD
Business Requirements Document (BRD) initial draft	inContact - Implementation Manager
Review BRD and Provide Input	DWD
Final BRD Sent for DWD Approval 1.0	inContact - Implementation Manager

Signed BRD	DWD
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ACD/IVR Build and Test

UserHub

Configure UserHub pursuant to signed BRD	inContact - Implementation Manager
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Studio

Build Call Flows	inContact - Implementation Manager
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Integration Configurations (if applicable)	inContact - Expert Services
--------------------------------------------	-----------------------------

Record and deliver Prompts to NICE inContact platform	DWD
-------------------------------------------------------	-----

Internal Testing

UserHub Configuration Testing	inContact - Implementation Manager
-------------------------------	------------------------------------

Call Flow / Script Testing	inContact - Implementation Manager
----------------------------	------------------------------------

Build test cases for DWD UAT	inContact - Implementation Manager
------------------------------	------------------------------------

ACD/IVR User Acceptance Testing (UAT)

Hand Over Test Call	inContact - Implementation Manager
---------------------	------------------------------------

Provide issue tracker (Add to Checklist)	inContact - Implementation Manager
------------------------------------------	------------------------------------

Call Flow Testing	DWD
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Finalize Configuration based on UAT findings	inContact - Implementation Manager
----------------------------------------------	------------------------------------

DWD Acceptance of Build	DWD
-------------------------	-----

ACD/IVR End User Training

Train the trainer	inContact - Implementation Manager
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Create Users accounts	DWD
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Create user profiles and stations	DWD
-----------------------------------	-----

End User Agent training (after train the trainer training by NICE inContact)	DWD
------------------------------------------------------------------------------	-----

Final Preparations - ACD/IVR, Go-Live and Transition to Support

Go-Live Readiness Assessment	inContact - Implementation Manager
------------------------------	------------------------------------

Go-No Go Call	inContact - Implementation Manager
---------------	------------------------------------

Final Go-Live Preparations - Completion List	inContact - Implementation Manager
----------------------------------------------	------------------------------------

Setup Direct Data Access (if purchased)	inContact - Implementation Manager
Go-Live	
After Go-Live Support	inContact - Implementation Manager
Transition to Support	inContact - Implementation Manager

Integration

Integration Requirements

BRD initial draft	inContact - Implementation Manager
Review BRD and provide input	DWD
Expert Services review BRD	inContact - Expert Services
Final BRD sent for DWD approval	inContact - Implementation Manager
Signed BRD	DWD

Integration Build and Test

UserHub

Configure Central pursuant to signed BRD	inContact - Implementation Manager
------------------------------------------	------------------------------------

Studio

Build call flows	inContact - Implementation Manager
Record and add prompts	inContact - Implementation Manager
Expert Services build out integration	inContact - Expert Services

Internal testing

UserHub configuration testing	inContact - Implementation Manager
Call flow / script testing	inContact - Implementation Manager
Build test cases for DWD UAT	inContact - Implementation Manager

User acceptance testing (UAT)

Hand over test call	inContact - Implementation Manager
Provide issue tracker (add to checklist)	inContact - Implementation Manager
Call flow testing (UAT)	DWD
Finalize configuration based on UAT findings	inContact - Implementation Manager

Go-Live and Transition to Support

8. Change Management

Any changes to the Solution design and scope following execution of this SOW may delay project dates resulting in additional Product and SOW Services fees, and elevated risk of delay to project completion. Changes to the Solution design, project scope, project dates, and any associated additional charges and/or costs must be mutually agreed upon in writing using the Change Order Request Form in Attachment A to this SOW. All such change orders to the SOW Services scope of work are subject to NICE inContact resource availability.

9. Training

Training is a critical success factor of the Project. A formal training plan shall be drafted and mutually agreed upon as part of planning activities for the Project and is expected to include the following high-level components:

- Pre-training needs assessment with facilitating trainer
- Access to and use of all e-learning courses through NICE inContact Dojo
- Detailed description of what will be offered in the training course, including;
 - Training duration
 - Agenda and content to be delivered
 - Job aides, participant guides, facilitator slides and notes to be provided during training

10. Testing and Build Completion

NICE inContact will use the BRD to give notice that the environment is ready for End User Testing. DWD will be responsible for developing a testing plan and conducting End User Testing pursuant to the Project Plan. NICE inContact will provide a shared worksheet for capturing test scenarios and results and will make corrections or adjustments within the scope of the Project. Findings that result in changes to the scope will be addressed via the Change Management Process detailed in Section 8 Change Management of this SOW.

DWD agrees to promptly acknowledge a Build Completion form as part of preparation for Go-Live.

If after Build Completion DWD identifies a service performance issue as a defect or adversely affecting the customer experience when such service is functioning as specified in the DWD requirements documentation, such issue will not be treated as a defect but as a proposed modification to the service. DWD may receive such modification if undertaken through a change request via Section 8, Change Management of this SOW on terms mutually agreed by DWD and NICE inContact.

11. Services Fees and Invoicing Terms

Amounts for the implementation services provided under this SOW are specified below. Charges for the subscription, products and support are addressed in the Subscription Schedule.

Professional Services

Product	Quantity	Price	Total Price
CXone with User Hub	1	\$0.00	\$0.00
NICE inContact Textel - Implementation (up to 25,000 Messages)	1	\$787.50	\$787.50
NICE inContact Textel - Short Code Set Up Fee	1	\$3,500.00	\$3,500.00
Workforce Management Implementation	1	\$5,625.00	\$5,625.00
Quality Management with Voice Recording Implementation	1	\$5,250.00	\$5,250.00
Workforce Management Training	1	\$4,875.00	\$4,875.00
Quality Management Training	1	\$4,875.00	\$4,875.00
Enterprise Professional Services Implementation	1	\$71,250.00	\$71,250.00
CRM Driven ScreenPOP/Call Routing Implementation	1	\$5,625.00	\$5,625.00
ACD Training: Core – Enterprise	1	\$7,500.00	\$7,500.00
Scripting Training: IVR Development - Private	1	\$4,875.00	\$4,875.00
Call Center Global Package Implementation	1	\$2,250.00	\$2,250.00
Chat Implementation	1	\$750.00	\$750.00
Screen Recording Implementation	1	\$3,000.00	\$3,000.00
Implementation & Training TOTAL:			\$120,162.50

Network Connectivity Setup & Activation			
Product	Quantity	Unit Price	Total Price
Local Number [US] - SETUP	1.00	\$1.50	\$1.50
Local Number Activation [US]	1.00	\$150.00	\$150.00
Domestic Toll Free Number [US] - SETUP	1.00	\$1.50	\$1.50
Domestic Toll-Free Activation	1.00	\$12.85	\$12.85
Network Connectivity Setup & Activation TOTAL:			\$165.85

Remittance Address and Banking Information

UNISYS CORPORATION

99865 COLLECTIONS CENTER DRIVE

CHICAGO, IL 60693

EFT or EDI payments to:

BANK OF AMERICA, N.A

ACCT NO 12334-30904

ABA 121000358 ACH

*All prices are subject to applicable sales and use tax

Invoicing.

- a. Unisys shall invoice DWD for the Professional Services fees and the Network Connectivity Setup & Activation fees as set forth above in accordance with Section 3 of the "Additional Terms and Conditions" section below.

Additional Terms and Conditions

1. Payment Terms

Unisys will invoice DWD when their respective fees become due.

Payment terms for all properly submitted invoices are net thirty (30) days from receipt of invoice providing that the services to be provided to DWD have been delivered, rendered, or installed as the case may be. A properly submitted invoice is one that is submitted in accordance with instructions contained on the State's Purchase Order, includes a reference to the proper Purchase Order number, and is submitted to the proper address for processing.

If DWD fails to pay a properly submitted invoice within thirty (30) Days of receipt, it shall pay a late payment penalty of one percent (1%) per month as provided in s. 16.528, Wis. Stats. However, if DWD declares a good faith dispute in regard to an invoice pursuant to s. 16.528 (3)(e), Wis. Stats., it shall pay any undisputed portion of said invoice and will be exempt from the prompt payment requirement for the disputed portion. DWD represents that it is tax exempt.

Non-recurring charges accrue and will be invoiced upon DWD's signature below or as otherwise provided herein.

2. 911/E911 Services

NEITHER UNISYS NOR ITS AGENT, NICE INCONTACT, OFFER 911, E911, 999 OR OTHER EMERGENCY SERVICES.

3. Travel and Expenses

The SOW Services fees do not include reasonable travel and out-of-pocket expenses incurred by NICE inContact in connection with performance of the SOW Services (“Expenses”). If necessary, expenses, approved by DWD, will be invoiced monthly at actual cost in arrears to be paid in accordance with the payment terms set forth in Section 1 of the Additional Terms and Conditions section of this SOW. Expenses incurred by NICE inContact shall conform to NICE inContact’s Expense Reimbursement Policy.

4. No Ownership of Intellectual Property

DWD acknowledges that it is granted access to use and benefit from the Solution during the Term of the Subscription Schedule and that DWD is not obtaining any intellectual property rights to the Solution.

5. Security

DWD is responsible for the confidentiality, security, use and unauthorized disclosures, if any, of the login IDs by its employees. A login ID or password may be terminated by DWD or by NICE inContact upon evidence of possible improper use.

6. NICE inContact Standard Terms of Use

The NICE inContact Standard Terms of Use (“Terms of Use”) is attached hereto as Attachment C and incorporated herein by this reference; except that references to “Customer” in these Terms of Use shall refer to Wisconsin DWD, subject to the following amendments thereto. If NICE inContact modifies or amends its Terms of Use in accordance with Section 13, the following amendments shall apply to the same or substantively similar language in any modified or amended version of the Terms of Use.

- a. Section 1 (Non-Exclusive Access Grant) is hereby amended by deleting the first sentence therefrom and replacing it with the following:

“NICE hereby authorizes Unisys to provide Wisconsin DWD access to the Solution as described in the attached Statement of Work 001 during implementation and for the Subscription Term, to enable Wisconsin DWD to access, use and benefit from the Cloud Services.”

- b. The Parties agree that the language in Section 9 (Confidentiality) regarding disclosing Confidential Information to third parties, as well as notifying the other party of an obligation to disclose Confidential Information so that the discloser can seek an injunction against disclosure, does not apply to the extent that a third-party submits a request to DWD for such information and the records are required to be disclosed under the Wisconsin Public Records Law, Wis. Stat. §§

19.31–19.39 or DWD is otherwise required to release such information as required by law.

- c. Section 9 (Confidentiality) is hereby amended by deleting the last sentence therefrom entirely.
- d. Section 10 (Indemnification) is hereby amended by deleting it entirely.
- e. Section 11.1 is hereby deleted in its entirety and replaced with the following:

" We are not liable for any loss of use, data, goodwill, or profits, whatsoever, and any special, incidental, indirect, consequential, or punitive damages whatsoever, regardless of cause (even if we have been advised of the possibility of the loss or damages), including losses and damages (a) resulting from loss of use, data, or profits, whether or not foreseeable; (b) based on any theory of liability, including breach of contract or warranty but excluding intentional acts or negligence or other tortious action; or (c) arising from any other claim arising out of or in connection with your use of or access to the Platform."

- f. Section 15 (Governing Law) is hereby deleted in its entirety and replaced with the following:

"This Agreement shall be governed by the laws of the State of Wisconsin, excluding conflicts of law provisions. Jurisdiction for any dispute arising hereunder shall be valid exclusively in federal and state courts seated in Madison, Wisconsin."

- g. Section 16.8 (Publicity) is hereby amended by deleting in its entirety and replaced with the following:

"Publicity. Reference to or use of the State of Wisconsin, the Great Seal of the State, the Wisconsin Coat of Arms, any Agency or other subunits of the State government, or any State official or employee, for commercial promotion is strictly prohibited. News releases or release of broadcast e-mails pertaining to this Contract shall not be made without prior written approval of the State. Notwithstanding the foregoing, Licensor may identify the State of Wisconsin as a customer in its annual report."

- h. Section 16.11 (Additional Provisions) is hereby deleted in its entirety and replaced with the following:

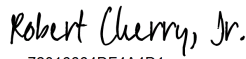
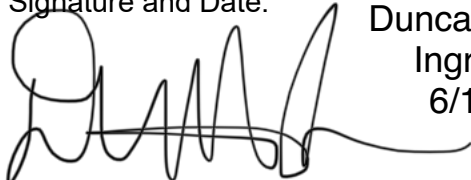
"The Parties agree that a digitized copy of the executed Agreement shall be the same as an original copy. The Agreement may be entered into either by use of any NICE inContact Software, or by being executed in one or more counterparts, with each counterpart deemed an original and together constituting one and the

same instrument. References herein to “include,” “includes,” or “including,” shall mean “including without limitation,” and referenced to “and” or “or” shall mean “and/or.” To the extent permitted by applicable law, in any legal action or arbitration or other proceeding arising out of or related to or for the enforcement of the Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys’ fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled from the non-prevailing Party. Nothing contained herein shall be deemed to create any third party beneficiary rights in any party.”

7. The following NICE inContact documents shall be attached hereto and incorporated herein and each shall govern respectively during the Term of this Agreement:

- Support Level Agreement.pdf
- CXone Agents.pdf

BY EXECUTING AND DELIVERING THE TERMS OF EA 014, THE SUBSCRIPTION SCHEDULE AND THIS SOW, THE PARTIES EXPRESSLY AGREE TO AND CONSENT TO BE BOUND BY ALL OF THE TERMS OF EA 014, THE SUBSCRIPTION SCHEDULE AND THIS SOW.

State of Wisconsin (Department of Workforce Development)	Unisys Corporation
<p>Signature and Date: DocuSigned by:  Robert Cherry, Jr. 6/18/2021 <small>72016664DF4A4D1...</small> Deputy Secretary, Department of Workforce Development</p>	<p>Signature and Date:  Duncan “Duke” Ingraham 6/17/21</p>

Attachment A: Change Request Template

NICE inContact – Change Order Form for Deliverable-based Services					
Customer Name		PM/Org			
Original Contract Title		Change No.		Prior Service End Date	
Estimated Change Order Effective Date		Estimated Change Order End Date			

Change Title						
Contract Reference	If approved, this Change of Scope modifies SOW No. [Insert SOW Number] between NICE inContact and Customer dated [Insert SOW Effective Date] and is incorporated into the Agreement executed by NICE inContact and Customer dated [Insert Agreement Effective Date].					
Description of Change: <i>Provide detailed explanation for this Change Order.</i>						
This Change Order is being executed to revise the following items from the original SOW:						
<ul style="list-style-type: none"> ▪ Provide business explanation for <u>why</u> this Change Order is required. ▪ (If time and materials) Extend XX (#) NICE inContact resources and revise the Service End Date from MM/DD/YYYY to MM/DD/YYYY. (If fixed fee) Revise the Estimated Service End Date from MM/DD/YYYY to MM/DD/YYYY. ▪ The previously established Not to Exceed Amount of \$XX.XX will be increased by \$XX.XX which will result in a new Not to Exceed Amount of \$XX.XX for this Project. 						
Change in Deliverables: <i>Provide detail regarding new or modified Deliverable(s).</i>						
Acceptance Criteria: <i>Provide Acceptance Criteria for new or modified Deliverable(s).</i>						
Financial Impact and Review:						
<i>Provide detail below if there is a change in fees and/or expenses.</i>						
Roles	Names	# of Incremental Hours	x Hourly Rate	= Total Services	Est. Incremental Expenses	Total (Services & Expense)
			\$	\$	\$	\$
			\$	\$	\$	\$
Total for this Change Order Not to Exceed				\$	\$	\$
All invoices must reference NICE inContact SOW Number associated with this Change Order.				Total Dollars for Previously Approved Change Orders (Cumulative)		\$
				Original Contract Amount		\$
				Grand Total		\$
The Services and Deliverables to be provided under this Change Order are to be in accordance with inContact's acceptance of Deliverables in the Milestone Schedule described below.						
Milestone Schedule					Dollar Amount	
					\$	
					\$	
Change has been reviewed and either approved or rejected						

<input type="checkbox"/> Approved <input type="checkbox"/> Rejected	The NICE inContact Professional Services Department: By: _____ _____ Name/Title: _____	Date:
Customer Approval:	Customer Authorized signature/name/title: _____	Date:
Reason for Rejection/Deferment:		

Attachment B: Glossary of Terms and Acronyms

SOW – Statement of Work

BRD – Business Requirements Document

ACD – Automated Call Dispatch

IVR – Interactive Voice Response

TPV – Third Party Vendor

PM – Project Managers

IM – Implementation Manager

TAM – Technical Account Manager

UAT – User Acceptance Testing

MT – Mountain Standard or Mountain Daylight Time

Attachment C: Standard Terms of Use

NICE INCONTACT STANDARD TERMS OF USE

These NICE inContact Standard Terms of Use (the “**Terms**”), together with any Product-Specific Terms, Service Contracts, and any Order Forms (collectively, the “**Agreement**”), contain the terms and conditions upon which inContact, Inc. dba NICE inContact and its Affiliates (“**NICE inContact**”, “**we**”, and “**us**”) provides Services to you the customer (“**Customer**”, “**you**”, and “**your**”) and govern your use of the NICE inContact Platform. In the event of a conflict between these Terms and any transaction-specific language found in a Service Contract, the Service Contract shall control.

1. Non-Exclusive Access Grant. You are granted non-exclusive, non-transferrable, and revocable access to NICE inContact’s Platform solely for your internal business purposes, subject to these Terms. This access is limited by the restrictions listed below, as well as user count, location, term, and other transaction-specific details that may be found in an Order Form.

2. Restrictions. You may not reproduce, resell, assign, grant access to, license, sub-license, market, or otherwise distribute the Platform or any NICE inContact Intellectual Property. You also may not: (i) attempt to reverse engineer, decompile, disassemble, or otherwise translate or modify the Platform or any NICE inContact Intellectual Property; (ii) defeat, disable, or circumvent any protection mechanism related to the Platform, including network, application, or information systems scanning or performing penetration testing; (iii) allow any third-party, with the exception of our authorized maintenance providers, to maintain or repair the Platform; or (iv) allow or encourage any third-party to do any of the foregoing.

3. Disclaimer of Warranties. The Platform is provided as-is. We do not provide any warranty for the Platform, and specifically disclaim any warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, title, or non-infringement.

4. Suspension/Termination. You are responsible for all activity that occurs via your account. Services may be suspended for Cause or use of the Platform in a manner that may be unlawful, may harm NICE inContact or a third party, or materially hinder performance of the Platform. The Agreement may be terminated for Cause by giving written notice of such Cause to the breaching party. Termination for Cause will be effective thirty (30) days after receipt of such notice if such Cause is not cured in all material respects.

5. Compliance with Laws. Both you and NICE inContact shall comply with applicable laws. You are solely responsible to monitor your account for illegal or fraudulent use. If either you or we become aware of a violation of applicable law by itself or the other party, or illegal or fraudulent use, that party must promptly notify the other party of the violation.

6. Content. You retain all rights in and title to your Content except as expressly granted herein. We may access, view, display, or listen to your Content in the course of providing the Platform, for example, to (a) provide the Platform; (b) respond to support requests; (c) detect, prevent, or otherwise address fraud, security, unlawful, or technical issues; and (d) enforce the Agreement. When you upload Content to the Platform, you grant us a nonexclusive, worldwide, royalty-free, sub licensable, and transferable license during the Term to use, reproduce, display, distribute, modify (so as to better showcase your Content, for example), perform, and translate the Content as needed in response to user driven actions (such as when you choose to privately store or share your Content with others). Except to the extent granted herein, we disclaim any rights of title to your Content. You warrant that (a) you are the owner or authorized licensee of the Content and have all necessary licenses, consents, authorizations and waivers for the use of the Content; and (b) the Content and your use of the Platform at all times complies with the Agreement.

7. Intellectual Property. We (and our licensors) remain the sole owner of all right, title, and interest in the Platform, Resulting Information, and all NICE inContact Intellectual Property rights, and any rights therein not granted in these Terms are reserved by us. You may not display or use the NICE inContact Intellectual Property without our express prior written approval.

8. Feedback. In the event that you submit Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, sublicensable, and transferable license to use your Feedback for any legal purpose, including incorporating it into our products and services.

9. Confidentiality. During the term of an Agreement, you or we may disclose information to each other that the discloser believes to be confidential (“**Confidential Information**”). So long as this information is disclosed as being confidential, either orally or in writing, or should reasonably be believed to be confidential, the receiving party will treat the information with the same degree of care as it treats its own Confidential Information, but never less than a reasonable degree of care. The receiving party will not disclose the Confidential Information to any third party, except for those that have a fiduciary duty to the receiving party (i.e. legal, financial, or insurance advisors, or auditors). If the receiving party is required to disclose the Confidential Information of the other party, it will promptly notify the discloser of the obligation, and allow them the opportunity to seek an injunction against disclosure. This provision supersedes any previous agreement between you and us related to Confidential Information. The terms of any Agreement will be the Confidential Information of each party. **10. Indemnification.** You will indemnify us and our affiliates, officers, agents, employees, partners, and licensors from any claim, demand, loss, or damage, including reasonable attorneys’ fees, arising out of or related to your Content, your use of the Platform, or your breach of Section 1 (Non-Exclusive Access Grant), Section 5 (Compliance with Laws), Section 7 (Intellectual Property), or Section 9 (Confidentiality) of these Terms.

11. Limitation of Liability. **11.1.** We are not liable for any loss of use, data, goodwill, or profits, whatsoever, and any special, incidental, indirect, consequential, or punitive damages whatsoever, regardless of cause (even if we have been advised of the possibility of the loss or damages), including losses and damages (a) resulting from loss of use, data, or profits, whether or not foreseeable; (b) based on any theory of liability, including breach of contract or warranty, negligence or other tortious action; or (c) arising from any other claim arising out of or in connection with your use of or access to the Platform.

11.2. Our total liability arising out of or related to an Agreement is limited to the aggregate amount paid by you for access to the Platform during the twelve- (12) month period preceding the event giving rise to the liability. This limitation will apply regardless of the form or source of claim or loss, whether the claim or loss was foreseeable, and whether a party has been advised of the possibility of the claim or loss.

11.3. We do not control the flow of information over the internet; accordingly, in no event will we be liable for any damages, liabilities, costs, or expenses resulting from or related to an internet disruption or the acts, omissions, or delays of Infrastructure Providers.

11.4. Remedies specified in these Terms or any Product-Specific Terms are exclusive and limited to those expressly described therein.

12. Product-Specific Terms. Certain products or services that we provide may be subject to additional product-specific terms (“**Product-Specific Terms**”), found online at www.NICEinContact.com/Terms and associated sub-URLs, and as may be incorporated through corresponding product descriptions. In the event of a conflict between these Terms and any Product Specific Terms, the Product-Specific Terms will control in relation to that product or service.

13. Updates to the Terms and Product-Specific Terms. We may modify these Terms and the Product-Specific Terms and post the modified version to NICEinContact.com/Terms. You should look at the Terms regularly. By continuing to use or access the Platform after the revisions are posted, you agree to be bound by the revised Terms or Product-Specific Terms.

14. Non-Solicitation. During the term of any Agreement and for twelve (12) months after any termination of any Agreement, you won’t, without our prior written approval, either directly or indirectly, solicit or attempt to solicit, divert, or hire away any of our employees. However, nothing shall prevent either party from hiring employees of the other party that respond to a general public solicitation of employment for that party.

15. Governing Law. If you reside in North America, your Agreement with us will be governed by the law of Delaware. If you reside outside of North America, your Agreement with us will be governed by the law of England

and Wales. Jurisdiction and venue for any dispute arising under an Agreement will be exclusive to the state and federal courts seated in Salt Lake County, Utah.

Any claim or cause of action must be brought within one (1) year following the date the claim or cause of action first arose.

16. Miscellaneous. 16.1. Assignment. You may not assign or otherwise transfer the Agreement or your rights and obligations under the Agreement, in whole or in part, without our written consent, and any such attempt will be void. We may transfer our rights under the Agreement to a third party.

16.2. Customer Information Errors. In order to use the Platform, you must provide us with a valid physical location where the Platform will be used. You are solely responsible for any costs resulting from an invalid or inaccurate physical location.

16.3. Force Majeure. Neither party will be liable to perform any obligations under an agreement, except for payment of monies owed, because of circumstances beyond its reasonable control, including but not limited to natural disaster, terrorism, sabotage, war, internet outages, infrastructure failure, power failures, or acts or omissions of government.

16.4. Headings. Headings used in the Agreement are provided for convenience only and will not be used to construe meaning or intent.

16.5. Integration. These Terms, together with any Order Forms, represent the full and complete Agreement between you and us, and revokes and supersedes all prior agreements, oral or written between you and us.

16.6. No Waiver. Our failure to enforce or exercise any provision of the Terms is not a waiver of that provision.

16.7. Notice. All notices, requests, or other communications between you and us must be in writing and shall be deemed to have been delivered when sent by registered or certified mail, return receipt requested, by reputable courier as evidenced by a delivery receipt to each party's respective address as listed on an Order Form, or by email to ContractUnsubscribe@NICEinContact.com; any other notice is invalid.

16.8. Publicity. By entering into an Agreement with us, you consent to the inclusion of your name and logo in a customer listing as part of our website and marketing materials. Subject to your prior approval, and after the Go-Live Date, we may issue a press release announcing your use of the Platform and containing a quote from one of your senior executives.

16.9. Severability. If any provision of the Agreement is held invalid or unenforceable for any reason, the remaining provisions of the Agreement will continue in full force and effect.

16.10. Survival. Those provisions that would, by their nature, survive termination of the Agreement, together with Sections 3 (Disclaimer of Warranties), 7 (Intellectual Property), 9 (Confidentiality), and 11 (Limitation of Liability), shall survive termination of the Agreement.

16.11. Additional Provisions. A digital copy of an Agreement, or a digital signature on an Agreement, will be treated the same as an original Agreement or signature. References to "include," "includes," or "including" shall mean "including without limitation," and references to "and" or "or" shall mean "and/or." In any legal action arising out of or related to this Agreement, the successful or prevailing party will be entitled to recover reasonable attorneys' fees and other costs incurred in that action, in addition to any other relief to which it may be entitled from the non-prevailing party. Nothing contained herein creates any third-party beneficiary rights in any party. Service Contracts you entered before May 01, 2016, are subject to additional terms found online at www.NICEinContact.com/Terms/Term, www.NICEinContact.com/Terms/Payment, and www.NICEinContact.com/Terms/911, which are incorporated by reference.

17. Definitions. Some of the terms defined below may not appear in these Terms, but instead in an Order Form governed by these Terms. **17.1. "Affiliate(s)"** means a company owned by, controlled by, or under common control with either party.

17.2. **“Cause”** means any material breach of the Agreement, including your failure to pay undisputed amounts by the Past Due Date.

17.3. **“Cloud Services”** means all NICE inContact hosted software services and support packages. For clarity, Cloud Services does not include implementation of Cloud services, Network Connectivity, or professional services.

17.4. **“Content”** means any data you provide to us in order for you to use the Platform.

17.5. **“Documentation”** means materials concerning the Platform which we distribute generally to our customers, including manuals, descriptions, instructions, and training materials, but does not include software code.

17.6. **“Domestic”** means traffic originating and terminating within the forty-eight contiguous United States and Washington, D.C.

17.7. **“Feedback”** means suggestions, recommendations, enhancement requests, ideas, or other feedback related to the Platform.

17.8. **“Go-Live Date”** means the earlier of the date (1) the Platform is made available for your use, or (2) your first use of the Platform in a production environment.

17.9. **“Infrastructure Provider(s)”** means any underlying carrier, cloud services provider, data center, or other infrastructure provider of NICE inContact.

17.10. **“Minimum MRC”** means the minimum MRC you are required to pay each month for the Platform; for clarity, Minimum MRC does not include NRC, professional services fees, or Network Connectivity MRC.

17.11. **“MRC”** means monthly recurring charges.

17.12. **“Network Connectivity”** means those services that either: (i) enable or facilitate phone calls or other means of communication or data transmission; (ii) provide a connection to the internet; or (iii) colocation services. It may also include fixed, defined, or dedicated communications routes for voice or data transmission between the Platform and your data center, office, individual stations, phones, or other devices.

17.13. **“NRC”** means non-recurring charges.

17.14. **“NICE inContact” “us” or “we”** means inContact, Inc and its Affiliates.

17.15. **“NICE inContact Intellectual Property”** means all patents, copyrights, trademarks, service marks, trade dress, logos, product or service names, ideas, designs, concepts, object and source code, APIs, Resulting Information, know-how, and functionalities related to the Platform, including software, Documentation, solutions overviews, business requirements documents, statements of work, or the like.

17.16. **“Order Form(s)”** means any document accepted by NICE inContact for the ordering of products or services, including Service Contracts, purchase orders, statements of work, addenda, emails, regardless whether such document references these Terms.

17.17. **“our”** means belonging to or associated with inContact, Inc.

17.18. **“Past Due Date”** means the time period specified in a Service Contract after which point your account will be past due.

17.19. **“PHI”** means personal health information.

17.20. **“PII”** means sensitive personally identifiable information.

17.21. **“Platform” or “NICE inContact Platform”** means NICE inContact’s products, services, hosting environment, and related documentation.

17.22. **“Resulting Information”** means data created by, or resulting from, the use of the Platform, including analyses, statistics, reports, and aggregations, which may include: (i) agent identifier; (ii) phone, text, chat, email, skills, and work performance metrics; (iii) information related to your registered devices; and (iv) technical, aggregate statistics and traffic patterns derived from the Content (but not including the Content), all of which shall

be considered NICE inContact Confidential Information. For the avoidance of doubt, the term Resulting Information does not include personally identifiable information, such that there is no reasonable basis on which any individual, or Customer itself, could be identified by the Resulting Information.

17.23. “Service Term” or “Subscription Term” means the time period specified in a Service Contract for your use of the Platform. It also includes any renewal period after the initial Service Term.

17.24. “you” or “your” means the legal entity listed as “**Customer**” on an Order Form.

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to
PARTICIPATING ADDENDUM
NASPO VALUEPOINT CLOUD SOLUTIONS
Administered by the State of Utah (hereinafter “Lead State”)

MASTER PRICE AGREEMENT
UNISYS Corporation

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A. SCOPE: This engagement addendum covers the use of the NASPO VALUEPOINT CLOUD SOLUTIONS Contract (“Master Price Agreement”) lead by the State of Utah for a specific entity/application under the cited Participating Addendum for the state in which the using agency/entity is located.

B. INDIVIDUAL CUSTOMER: The individual state agency and political subdivision (“Purchasing Entity”) executing this Engagement Addendum will be treated as if they are an Individual customer. Except to the extent modified below, each Purchasing Entity will be responsible to follow the terms and conditions of the Master Price Agreement and the Participating Addendum; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Price Agreement. Each Purchasing Entity will be responsible for their own charges, fees, and liabilities. Each Purchasing Entity will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

C. DESCRIPTION OF ENGAGEMENT:

State of Wisconsin – Department of Workforce Development will procure a “Nice InContact” Contact Center Cloud Solution from Unisys in accordance with (i) the implementation services detailed in the attached Statement of Work (SOW) and (ii) the products and support detailed in the attached Subscription Schedule.

D. PURCHAING ENTITY MODIFICATIONS OR ADDITIONS – THESE APPLY ONLY TO THE SPECIFIC USE OF THE PUBLIC CLOUD HOSTING SERVICES CONTRACT AUTHORIZED BY THIS ENGAGEMENT AGREEMENT:

(These modifications or additions apply only to actions and relationships within the Purchasing Entity.)

None

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E. PRIMARY CONTACTS: The primary contact individuals for this engagement addendum are as follows (or their named successors):

Lead State

Name	Solomon Kinston
Address	State of Utah Division of Purchasing Capitol Hill 3150 State Office Building Salt Lake City, Utah 84114
Telephone	801-538-3228
Fax	
E-mail	skingston@utah.gov

Contractor

Name	Greg Sherrill, UNISYS Corp
Address	Unisys Corporation, 801 Lakeview Dr., Ste 100, Blue Bell, PA 19422
Telephone	404-443-0433
Fax	
E-mail	Greg.Sherrill@Unisys.com

Purchasing Entity

Name	Meredith Cook
Address	201 E. Washington Ave., Room A400, Madison, WI 53703
Telephone	608-266-0625
Fax	
E-mail	MeredithA.Cook@dwd.wisconsin.gov

Contractor Billing Contact Information

Name	Chuck Rader
Address	Unisys Corporation, 801 Lakeview Dr., Ste 100, Blue Bell, PA 19422
Telephone	612-567-7321
Fax	
E-mail	Chuck.Rader@unisys.com

F. SUBCONTRACTORS:

The Contractor may use subcontractors; however, the Contractor will be responsible for any

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agreements with the subcontractors. The Purchasing Entity is not agreeing to and is not responsible for any terms and conditions with a subcontractor.

G. PURCHASE ORDER INSTRUCTIONS:

The form of "engagement" and required information on the invoice related to services provided under the Master Price Agreement have been determined by NASPO VALUEPOINT and agreed to by the Contractor. Any additional information requirements should be detailed in Paragraph D (above).

H. PRICE AGREEMENT NUMBER


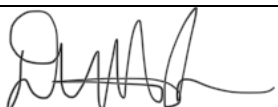
All purchase orders issued by purchasing entities within the jurisdiction of this engagement addendum shall include the Participating State internal contract number: 505ENT-018-NASPOCLOUD-01, the Engagement Addendum number and the Lead State price agreement number **AR2492**.

This Engagement Addendum, the cited Participating Addendum and the Master Price Agreement number AR2492 (administered by the State of Utah) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Engagement Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Engagement, the cited Participating Addendum or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Engagement Addendum, the cited Participating Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms added through purchase orders or similar documents.

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UNISYS Corporation

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Purchasing Entity Individual with Authority to Execute Contracts:	Contractor: Unisys Corporation
By:  <small>DocuSigned by: 72016664DF4A4D1...</small>	By:
Name: Robert Cherry, Jr.	Name:
Title: Deputy Secretary, Department of Workforce Development	Title:
Date: 6/18/2021	Date:
Additional Signatures as Required:	
By:	By: 
Name:	Name: Duncan "Duke" Ingraham
Title:	Title: Managing Director, Strategic Business
Date:	