



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 3

 List View**General Information** Contact Default Values Discount Document Information Clarification Request

Procurement Folder: 964749

Procurement Type: Central Master Agreement

Vendor ID: VS0000037919 


Legal Name: BRIGHT PATTERN INC

Alias/DBA:

Total Bid: \$618,800.00

Response Date: 01/13/2022 

Response Time: 13:22

Responded By User ID: callsoftware 

First Name: Michael

Last Name: McCloskey

Email: government@brightpatte

Phone: 650-459-3775

SO Doc Code: CRFQ

SO Dept: 0511

SO Doc ID: OIG2200000001

Published Date: 12/14/21

Close Date: 1/13/22

Close Time: 13:30

Status: Closed

Solicitation Description: STATEWIDE CASE
MANAGEMENT SYSTEM 

Total of Header Attachments: 3

Total of All Attachments: 3



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Solicitation Response

Proc Folder: 964749
Solicitation Description: STATEWIDE CASE MANAGEMENT SYSTEM
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2022-01-13 13:30	SR 0511 ESR01132200000004228	1

VENDOR
VS0000037919
BRIGHT PATTERN INC

Solicitation Number: CRFQ 0511 OIG2200000001
Total Bid: 618800
Response Date: 2022-01-13
Response Time: 13:22:23
Comments: We offer a discount for pre paying annually. Or you can monthly

FOR INFORMATION CONTACT THE BUYER
Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

Vendor Signature X	FEIN#	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Data base management system software				59400.00

Comm Code	Manufacturer	Specification	Model #
43232304			

Commodity Line Comments: The cost per agent is between \$75-\$165 dependent on what features you're looking to use. This quote is based off our middle package which includes Inbound/Outbound Voice, SMS, MMS, Email, Webchat.

Extended Description:

case management system

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Computer software licensing service				59400.00

Comm Code	Manufacturer	Specification	Model #
81112501			

Commodity Line Comments: The cost per agent is between \$75-\$165 dependent on what features you're looking to use. This quote is based off our middle package which includes Inbound/Outbound Voice, SMS, MMS, Email, Webchat.

Extended Description:

Software Licensing Fees

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Database management system software maintenance	100.00000	HOUR	5000.000000	500000.00

Comm Code	Manufacturer	Specification	Model #
81112205			

Commodity Line Comments: This includes implementing the platform, build work of the platform, training of the platform, and support throughout while using the platform.
We also have 24/7 follow the sun support.

Extended Description:

The quantity of 100 is an estimate for bidding purposes only. Actual hours could be more or less.
Modifications and Enhancements, Support

SaaS Subscription Services Agreement

entered into by and between

Bright Pattern Inc
6800 Koll Center Parkway, Suite 220
Pleasanton, CA 94588
Hereinafter referred to as "Bright Pattern"

And

Participating Customer Address:

in his/her capacity as a duly authorized member of the abovementioned Company.
Hereinafter referred to as "the Customer"



1. Software Services Agreement

This Agreement (including its Order Schedule, Service Level Commitment "Exhibit A", Support Terms "Exhibit B", and all other documents referenced herein) is entered into by Bright Pattern Inc. ("Bright Pattern") and the Bright Pattern customer named on the signature page at the bottom ("Customer") for the purpose of providing Customer with Web-based access to Bright Pattern's software applications ordered by Customer and specified in the Order Schedule, including any updates, upgrades or revisions provided under this Agreement ("Software").

2. Provision of Services

- 2.1 Bright Pattern will provide Customer with access, maintenance and related software as a service ("SaaS") to the Software installed on Bright Pattern's servers and other equipment (the "Bright Pattern System"). Customer shall be responsible for maintaining the confidentiality of such passwords and shall permit only authorized employees of Customer to access the Bright Pattern System;
- 2.2 Customer Support. Bright Pattern will provide support to Customer by a trained Bright Pattern customer support representative in accordance with the Support Policy set forth in Exhibit B. Customer understands and agrees that to deliver support, (i) the Bright Pattern customer support representative will have to access their tenant and review configuration and operational data to assess issues and work on resolutions, and (ii) Customer must identify 2 named individuals who are the only individuals that have the ability to open tickets with Bright Pattern support, and which individuals are trained appropriately on the Software;
- 2.3 30-Day Trial Version. If Customer has registered for a trial use of the Software, Customer may access the Software for a 30-day time period (unless extended by Bright Pattern in writing). The Software is provided for non-production use AS IS, with no warranty or Service Level Commitments during this time period.



3. Customer's Responsibilities

- 3.1 Customer agrees that it shall be responsible for providing and maintaining its own Internet access and all necessary telecommunications equipment, software and other materials ("Customer Equipment") at Customer's location necessary for accessing the Software and the Bright Pattern System through the Internet. Customer agrees to notify Bright Pattern of any changes in the Customer Equipment, including any system configuration changes or any hardware or software upgrades, which may affect the SaaS services provided hereunder. The Bright Pattern System is only to be used for lawful purposes;
- 3.2 Customer agrees not to transmit, re-transmit or store materials on or through the Bright Pattern System or the Software that are harmful to the Bright Pattern System or Software, or in violation of any applicable laws or regulations, including without limitation laws relating to infringement of intellectual property and proprietary rights of others. To the extent that certain components of the Software may be downloaded to Customer's or User's computer as a result of accessing the Software as part of the SaaS services, Bright Pattern grants Customer a non-exclusive, non-transferable, limited license, with right to sublicense solely to users of the software ("Users"), to use such Software only in connection with the SaaS services. Neither Customer nor Users are otherwise permitted to use the Software, nor will Customer or Users disassemble, decompile or otherwise attempt to discern the source code of such Software. Customer agrees that, except as expressly set forth in this Section and in Section 11, it will not rent, lease, sublicense, re-sell, time-share or otherwise assign to any third party (except in connection with the transfer or sale, or in the event of a merger, consolidation, change in control or similar transaction) this Agreement or any of Customer's rights or licenses to access the Software or the Bright Pattern System, nor shall Customer use, or authorize others to use, the Software, SaaS Services or the Bright Pattern System to operate a service bureau. Notwithstanding the preceding sentence, Customer shall be permitted to provide access to the Bright Pattern System to its employees and agents located worldwide.



4. Proprietary Rights

Except for the limited access right granted to Customer in this Agreement, all right, title and interest in and to the Software (including any and all modifications as a result of any implementation services rendered) and the Bright Pattern System are and shall remain the exclusive property of Bright Pattern and its licensors. Bright Pattern acknowledges and agrees that the comprise text communications between Customer's users and third parties, including, but not limited to, Customer's clients ("Online Messages") are the property of Customer and that Bright Pattern has only a limited right to use the Online Messages as set forth in the following sentence. Notwithstanding the foregoing, Bright Pattern may access and disclose the Online Messages solely as necessary to provide the SaaS services, to operate and maintain its systems, to comply with applicable laws and government orders and requests, and to protect itself and its customers. Online messages include all elements of transactions performed as part of the Service Pattern System and stored within the System files.

5. Pricing and Payment

Customer agrees to pay the fees and other charges for the SaaS Services and other services provided under this Agreement as specified in Order Schedule of this Agreement. CUSTOMER AGREES TO PAY THE TENANT ACTIVATION FEE AND THE SAAS SERVICES OF A PRODUCT AS DEFINED ON THE ORDER SCHEDULE BEFORE THE FIRST DAY OF SERVICE DELIVERY. Bright Pattern will invoice Customer for such Fees prior the service delivery based on Order Schedule. Bright Pattern will provide customer with an adjusted invoice for the past month of service based on actual usage, if the usage during the past month of service was higher than defined by Order Schedule. All amounts payable hereunder are exclusive of any and all taxes, and Customer is responsible for payment of such taxes (excluding taxes based on Bright Pattern's net income). All prices are stated, and Customer shall pay, in United States dollars. Payment received by Bright



Pattern after the due date, thirty (30) calendar days after receipt of an invoice, shall be subject to a late fee equal to one and one-half percent (1.5%) per month, or, if less, the maximum amount allowed by applicable law.

At the end of the initial Agreement term specified in the Order Schedule and any subsequent terms, Bright Pattern may adjust the monthly fee payable under this Agreement by providing Customer written notice of such adjustment at least thirty (30) days prior to the beginning of the new term. [SaaS Service fees for renewal term billing interval must be paid prior to the commencement of such renewal term].

6. Limited Warranties; Disclaimer of Warranties

6.1 Bright Pattern represents and warrants to Customer that the Software will perform substantially in accordance with the documentation, if any, provided by Bright Pattern to Customer and the SaaS services will be performed in a professional and workmanlike manner and in accordance with Section 6.2.

In the event of a breach of the warranty set forth in Section 6.1 above, Customer's sole and exclusive remedy, and Bright Pattern's sole and exclusive liability shall be, at Bright Pattern's option, repair or replacement of the Software;

6.2 Except as provided in section 6.1 the SaaS services are provided, and the software and the Bright Pattern system are made available by Bright Pattern to the customer "as is," and Bright Pattern and its suppliers make no warranty of any kind whether express or implied, regarding the SaaS services, the software or the Bright Pattern system, and specifically disclaim the warranties of merchantability, fitness for a particular purpose, to the maximum extent possible by law;

6.3 WITHOUT LIMITING THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, BRIGHT PATTERN DOES NOT WARRANT THAT THE SOFTWARE, THE BRIGHT PATTERN SYSTEM OR THE SAAS SERVICES WILL MEET CUSTOMER'S REQUIREMENTS (EXCEPT AS



PROVIDED IN SECTION 6.1) OR THAT CUSTOMER'S ACCESS TO AND USE OF THE SOFTWARE, THE BRIGHT PATTERN SYSTEM OR THE SAAS SERVICES WILL BE UNINTERRUPTED OR FREE OF ERRORS OR OMISSIONS. BRIGHT PATTERN CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED THROUGH, OR STORED IN ANY SYSTEM CONNECTED TO, THE INTERNET. BRIGHT PATTERN WILL USE COMMERCIALY REASONABLE EFFORTS TO ADEQUATELY MAINTAIN, AND UPGRADE AS NECESSARY, THE BRIGHT PATTERN SYSTEM TO PROVIDE THE SAAS SERVICES TO ITS CUSTOMERS. HOWEVER, EXCEPT AS EXPRESSLY SET FORTH HEREIN, BRIGHT PATTERN SHALL NOT BE RESPONSIBLE FOR ANY DELAYS, ERRORS, FAILURES TO PERFORM, OR DISRUPTIONS IN THE SAAS SERVICES CAUSED BY OR RESULTING FROM ANY ACT, OMISSION OR CONDITION BEYOND BRIGHT PATTERN'S REASONABLE CONTROL.

7. Limitation of Liability

IN NO EVENT SHALL THE PARTIES BE LIABLE TO EACH OTHER FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS). BRIGHT PATTERN'S ENTIRE LIABILITY UNDER THIS AGREEMENT FOR ANY DAMAGES FROM ANY CAUSE WHATSOEVER, REGARDLESS OF FORM OR ACTION, WHETHER IN CONTRACT, NEGLIGENCE OR OTHERWISE, SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE SAAS SERVICES FEES PAID BY CUSTOMER FOR THE 12-MONTHS PRECEDING THE TIME OF THE EVENT GIVING RISE TO THE CLAIM.

8. Confidential Information

Each party agrees to keep confidential and to use only for purposes of performing (or as otherwise permitted under) this Agreement, any proprietary or confidential information ("Confidential Information") of the other party disclosed pursuant to this Agreement which is marked as confidential or which would reasonably be considered of a confidential nature. The



term “Confidential Information” shall collectively refer to any information provided by either party (each a “Discloser”) to the other party (the “Recipient”), either orally or in writing, or obtained by Recipient from a third party or any other source required by contract to maintain the confidentiality of such information, concerning any aspect of the negotiation or performance of this Agreement or the proposed business or affairs of Discloser, including without limitation, any information or material pertaining to business plans, business models, projections, products, services, processes, policies, procedures, employees, work conditions, legal and regulatory affairs, identities of potential investors and relationships with third parties, and any notes, analyses, compilations, studies or other material or documents prepared by Recipient or a third party for Recipient which contain, reflect or are based, in whole or in part, on the Discloser’s Confidential Information.

The Confidential Information is owned solely and exclusively by Discloser and shall remain the exclusive property of Discloser. Recipient shall have no right, title or interest in or to any of the Confidential Information or any material developed from such Confidential Information. The obligation of confidentiality shall not apply to information which is publicly available through authorized disclosure, is known by the receiving party at the time of disclosure as evidenced in writing, is rightfully obtained from a third party who has the right to disclose it, or which is required by law, government order or request to be disclosed. Confidential Information shall not be disclosed by a Recipient without the prior consent of the Discloser. Upon any termination of this Agreement, each party shall return to the other party all confidential information of the other party, and all copies thereof, in the possession, custody or control of the party unless otherwise expressly provided in this Agreement.

9. Indemnification

Bright Pattern will defend any third-party suit or action against Customer to the extent such suit or action is based on a claim that the Software or the Bright Pattern System infringes any valid United States patent, copyright, trade secret or other proprietary right, and Bright Pattern will



pay those damages and costs finally awarded against Customer in any monetary settlement of such suit or action which are specifically attributable to such claim. These obligations do not include any claims to the extent they are based on use of the Software or Bright Pattern System in violation of this Agreement or in combination with any other software or hardware, or any modification to the Software or Bright Pattern System pursuant to Customer's specifications. If any portion of the Software or Bright Pattern System becomes, or in Bright Pattern's opinion is likely to become, the subject of a claim of infringement, then Bright Pattern may, at its option and expense, (a) procure for Customer the right to continue using such Software or the Bright Pattern System, or (b) replace or modify the Software or the Bright Pattern System so that it becomes non-infringing. Should neither option above be available or the replacement option does not perform in the same or similar capacity, Customer shall have the right to terminate this Agreement upon fifteen (15) calendar days' notice, without any further obligation after such notice period.

The indemnity obligations set forth in this Section 9 are contingent upon: Customer giving prompt written notice to the Bright Pattern of any such claim(s); Bright Pattern having sole control of the defense or settlement of the claim; and at Bright Pattern's request and expense, Customer cooperating in the investigation and defense of such claim(s). The foregoing states Bright Pattern's entire liability for infringement claims.

10. Term and Termination

10.1 Term and Termination. This Agreement shall continue in effect from the Effective Date for the Initial Term of the Agreement as defined in the Order Schedule, and thereafter shall renew automatically for successive term, unless Customer provides to Bright Pattern written notice of termination thirty (30) calendar days prior the Term expiration.



Either party may terminate this Agreement by giving to the other party written notice of such termination upon the other party's material breach of any material term (subject to the other party's right to cure within thirty (30) calendar days after receipt of such notice), the other party's insolvency, or the institution of any bankruptcy or similar proceedings by or against the other party.

Customer may terminate this Agreement by giving Bright Pattern at least thirty (30) days prior written notice of such termination upon Bright Pattern's breach of this Agreement.

10.2 Effect of Termination. Upon any termination of this Agreement, Bright Pattern shall cease providing all SaaS services and Customer shall no longer have access to the Software or the Bright Pattern System at the end of the notice period. Upon termination, Bright Pattern shall provide Customer with an electronic copy of the final Reports (covering the month just prior to termination of this Agreement). Bright Pattern shall be entitled to retain a copy (whether electronic or otherwise) of the Online Messages and the Reports for its records and internal purposes and shall not disclose such Online Messages or Reports to any third party except as permitted under Section 4.

Within thirty (30) calendar days of any termination of this Agreement, Customer shall pay to Bright Pattern all unpaid fees accrued prior to termination. Sections 4, 5 (as to amounts accrued but unpaid), 7, 8, 10.2 and 12 and Order Schedule (as to amounts accrued but unpaid) shall survive any expiration or termination of this Agreement.

11. Customer References

During the term of this Agreement, Bright Pattern may reference Customer in Bright Pattern's customer listings and may place Customer's name and logo on Bright Pattern's Web site and in collateral marketing materials relating to Bright Pattern's products and services, upon Customer's prior written consent. Upon Customer's permission, all use must be subject to Customer's trademark/logo usage guidelines, if any, provided by Customer to Bright Pattern. Any other use



of Customer's name, logo or any other trademarks (including in any press releases, customer "case studies," and the like) also requires Customer's prior consent.

12. Insurance

During the Term, each party shall maintain insurance, adequate in such party's good faith business judgment, covering its respective activities and obligations hereunder, including coverage for statutory worker's compensation and commercial general liability insurance. Each party will furnish the other party or its agent with certificates evidencing such insurance coverage, upon request.

13. Miscellaneous

This Agreement, including Order Schedule, Professional Services Terms and any other exhibits hereto, constitutes the entire agreement of the parties, and supersedes any prior or contemporaneous agreements between the parties, with respect to the subject of this Agreement. Except as otherwise expressly provided herein, this Agreement may be modified only in writing, by a document signed by an authorized representative of each party. This Agreement shall be governed by and construed in accordance with the laws of California exclusive of its conflict of laws principles. Any litigation shall be venued in the state courts of Orange County, California. Notices under this Agreement shall be in writing, addressed to the party at its address set forth in this Agreement or in a subsequent amendment, and shall be deemed given when delivered personally, or by e-mail (with confirmation of receipt) or conventional mail (registered or certified, postage prepaid with return receipt requested). Nothing contained in this Agreement is intended or is to be construed to constitute Bright Pattern and Customer as partners or joint ventures' or either party as an agent of the other. If any provision of this Agreement shall be declared invalid, illegal or unenforceable, all remaining provisions shall continue in full force and effect. All waivers of any rights or breach hereunder must be in writing to be effective, and no failure to enforce any right or provision shall be



deemed to be a waiver of the same or other right or provision on that or any other occasion. Neither party may assign or otherwise transfer its rights and/or obligations under this Agreement without the prior written consent of the other party; except that no consent shall be required for an assignment of this Agreement made pursuant in connection with the transfer or sale, or in the event of a merger, consolidation, change in control or similar transaction. This Agreement will bind and insure to the benefit of the parties and their successors and permitted assigns.

IN WITNESS WHEREOF, this Agreement is accepted, agreed, executed and signed, via original signature or facsimile, by the duly authorized representative for each party. This Agreement may be executed in counterparts. The "Effective Date" of this Agreement will be _____.

Company Name:_____	Bright Pattern
Company Address:_____ _____	6800 Koll Center Parkway, Suite 220 Pleasanton, CA 94566
Full Name:_____	Full Name:_____
Title:_____	Title:_____
Signature:_____	Signature:_____
Date:	Date:



Exhibit A

SERVICE LEVEL COMMITMENT FOR Bright Pattern SAAS SUBSCRIPTION SUBSCRIBERS (effective/revised by BrightPattern 4/3/2014)

Service Level Commitment

Bright Pattern represents that it will provide the SaaS Subscription Services in a workman like manner and in accordance with industry standards. The remedies set forth in this Service Level Commitment are Customer's sole and exclusive remedies for any service interruption or failure.

Uptime

Bright Pattern commits to provide 99.99% uptime with respect to the Customer's Subscription Service during each calendar year ("Account Period"), excluding regularly scheduled maintenance times or Force Majeure Events (identified in Service Level Agreement section).

Service Level Agreement ("SLA").

Uptime will be 24 hours a day, 7 days a week, excluding (a) Scheduled Maintenance periods (during which Bright Pattern Service will be available on a best efforts basis, but no SLA Credit will be given for any unavailability), (b) any unavailability caused by circumstances beyond Bright Pattern's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Bright Pattern employees), computer telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Bright Pattern's possession or reasonable control, and network intrusions or denial of service attacks, (c) quality of service issues that cause minor or partial loss of functionality, intermittent problems or minor degradation of operations, such as audio noise or static on calls, intermittently slow network connectivity, or outbound calls occasionally failing to certain area codes due to PSTN congestion, or as otherwise outlined in the Support Policies, (d) Downtime caused by Customer's use of Bright Pattern Service in violation of this Agreement, and (e) as otherwise defined in the Support Policies.

Hard Outage

Hard Outage means that the Services cannot receive and route calls or place calls with the primary server, switchover server or via remote survivability.

Downtime, SLA Credit.

SLA Credit is applicable only if the Term of this Agreement is not less than 12 months with a minimum 12 months prepaid SAAS Services.

Bright Pattern will refund 0.1% of Customer's monthly Subscription fee for the month during which a Hard Outage Downtime occurred for every whole minute of Downtime up to a maximum of 50% of the monthly Subscription fee only as a credit against future invoices ("SLA Credit"). Customer is not eligible to accrue SLA Credit for Downtime that occurs while Customer owes Bright Pattern any past due amounts, nor can SLA Credit be applied to invoices issued prior to the date Downtime occurred. Downtime begins when Customer opens a trouble ticket according to the Support Policies in effect and ends when Bright Pattern Service is again available. Customer must submit a request for an SLA Credit by opening a ticket in Bright Pattern's Customer Care case management system.

Scheduled Maintenance

Normally, Bright Pattern doesn't require downtime for scheduled maintenance and upgrades. Bright Pattern software is architected to continue operation when parts of the system are taken out for maintenance and upgrades.

Nevertheless, Bright Pattern will notify Customer 1 day prior to maintenance and upgrades.

In case downtime is anticipated, e.g. for a major release upgrade, Bright Pattern will notify Customer 1 week in advance. The upgrade will be planned for between 12am to 3am Pacific time as much as practicable.

Credit Request

In order to receive a credit under this service level commitment, Customer must request it by emailing to Bright Pattern at finance@brightpattern.com within thirty (30) calendar days of the unavailability incident with details of the incident. Customers who are past due or in default with respect to any

payment to Bright Pattern are not eligible for any credit under this Service Level Commitment. The service credit may be applied on the Customer's next invoice or an extension of the Subscription Term. Service level downtime will be calculated using Bright Pattern's system logs and other records.

Updates/Notice

Notices will be sufficient if provided to a User designated as an administrator of your Bright Pattern account by email to the registered email address provided for the administrator(s) for Customer's account.

Exclusions

Bright Pattern Sandbox, Trial, Beta and debugger accounts and other nonproduction or test environments are expressly excluded from this or any other service level commitment.

Exhibit B

SUPPORT SERVICE LEVEL EXPECTATION FOR SAAS SUBSCRIPTION SUBSCRIBERS (effective/revised by BrightPattern 08/3/2016)

Hours of Operation, Contact Methods and Scheduled Maintenance

BP Customer Success is available 24 hours x 7 days a week, 365 days a year via:

- Phone # 855-545-5200
- Email support@brightpattern.com (from Support Contacts' registered email addresses)
- Filing a case through BP Support Self Service [web page](#)

Support Service Levels

BP Customer Success will work with Customer's Support Contacts to identify, reproduce and resolve Customer's issues. Issue may be mitigated, to enable customer business operation until final solution is provided. Issues that are mitigated are subsequently lowered in priority.

BP will assign priority for each reported case according to the table below.

Priorit y	Definition	Initial response	Status Update
1	Failure in the Service operation, causing cessation of operations or severely impacting the customer's ability to perform business. No workaround in place.	15 min	Every 1 hour
2	Intermittent failure in the production operation of the Product, causing moderate degradation in performance or functionality impacting the customer's ability to conduct business.	30 min	Every 4 hours

3	The reported problem is causing minor impact on customer's business. Service remains usable for the major percentage of operations, some functions being limited causing inconvenience to Customer.	4 business hours	Weekly
4	Minor or low impact in the production operation of the Product where the solution is operational, but a technical issue exists that may need resolution. Covers documentation issues and Product Enhancement Requests (PERs).	1 business day	Monthly

Exclusions

BP shall have no obligation to support:

- Software installed in a hardware or operating environment not supported by BP. The current technical requirements for connecting to the BP Service are located in the BP [help page](#). These requirements are subject to change. In case of upcoming changes of the requirements, BP will provide Customer with a notice in advance.
- Third party software not explicitly included in a support contract with BP.
- Customer's (including Customer's home-based agents') network or Internet service provider issues.
- Errors caused by Customer's negligence, hardware malfunction, issues with telecom services brought by the Customer, or other causes beyond the reasonable control of BP.

PROFESSIONAL SERVICES TERMS
FOR SAAS SUBSCRIPTION SUBSCRIBERS
(effective/revised by BrightPattern 4/3/2014)

PAYMENT TERMS

For all Services performed under a SOW or other request for Services that reference this Agreement, Client shall: pay Bright Pattern in accordance with each SOW or at the then current Bright Pattern standard rates, whichever is applicable; reimburse Bright Pattern for all Client approved travel expenses Bright Pattern incurs performing such Services, provided that such expenses are incurred pursuant to an applicable SOW or other request for Services by Client; and pay Bright Pattern within thirty (30) calendar days upon receipt of each invoice. All payments pursuant to this Agreement are non-refundable unless Client provides Bright Pattern with a valid tax exemption or direct pay certificate upon execution of this Agreement, Client is responsible for all taxes, duties, and customs fees which may be assessed on the amounts paid for Services performed hereunder, excluding taxes based on Bright Pattern's income or payroll. Should an overpayment occur, such overpayment shall be applied to the next payment owed to Bright Pattern by Client. Payment received by Bright Pattern after the due date, thirty (30) calendar days after receipt of an invoice, shall be subject to a late fee equal to one and one-half percent (1.5%) per month, or, if less, the maximum amount allowed by applicable law, unless disputed by Client within the thirty (30) calendar daytime frame after receipt of an invoice. Bright Pattern invoices shall describe the following: the time period for which work, and expenses are billed; the quantity of work performed and rates charged, if applicable; approved travel expenses by type and amount; and totals.

TERMINATION OF PROFESSIONAL SERVICE

Unless otherwise agreed to, either party may terminate this Agreement or any SOW at any time by providing the other party thirty (30) calendar days' written notice of termination. If this Agreement or

an SOW is terminated by the Client, Client shall pay Bright Pattern for all work performed and for all expenses incurred prior to the effective date of termination.

HOLIDAY, WEEKEND AND AFTER-HOUR RATES

Unless otherwise agreed to, holiday, weekend and/or after-hour service rates may be assessed one and one-half times standard rates.

CHANGE CONTROL

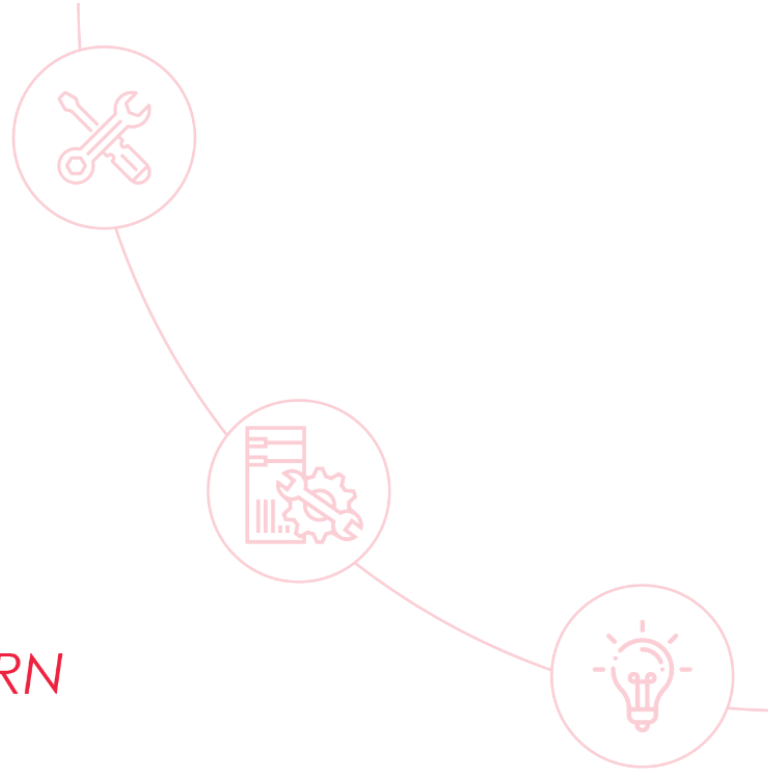
Bright Pattern will review and respond to any request for change made by Client, but does not and cannot guarantee that such requests will be approved. During the project, either party may request, in writing; additions, deletions, or modifications to the services described in this SOW ("change request"). For all change requests, regardless of origin, Bright Pattern shall submit a Change Request Form, which shall describe the proposed change(s) to the project, including the impact of the change(s) on the project scope, schedule, fees, and expenses. No change to this project shall be made unless it is requested and accepted by both parties. Bright Pattern shall have no obligation to perform or commence work in connection with any proposed change until a Change Request Form is approved and signed by both parties.

BRIGHT PATTERN

Statement of Work

Bright Pattern Professional Services

Prepared for:
August 19, 2021
Version 1.0



WELCOME TO BRIGHT PATTERN



Michael McCloskey
CEO

On behalf of the entire Bright Pattern team, I would like to take this opportunity to welcome you to Bright Pattern. At Bright Pattern, we pride ourselves in offering our clients the most responsive, competent, and comprehensive customer experience in our industry. Our customers are always the most important part of our business, and we work tirelessly to ensure your complete satisfaction. We look forward to working with you and your teams and encourage you to reach out to our team members with any questions, comments, or suggestions. Welcome to the Bright Pattern Family!

Thank you, *Michael*

Training agents is super simple with Bright Pattern's intuitive platform. I hate it when technology hinders the process of having a human interaction. Technology needs to be good and smooth for a great conversation to happen.

Gerardo Guzman
President
G7 Strategy Group Inc.



BRIGHT PATTERN

Statement of Work

discover



Our team collaborates with yours and together we figure out how our platform can best help you realize your customer experience vision. In the discovery phase, we work alongside your team to plan out design requirements and better understand your business objectives so we can tailor a solution to meet your business needs.



design

Our consultants take the details from the discovery phase and design a solution to your specifications. After completing the initial design, all software and configurations will undergo a comprehensive user acceptance testing program to ensure the design meets all outlined requirements. Here, the design will either be accepted or revised based on user feedback.

deliver



Once the design is completed and accepted, we ensure a smooth go-live period where the custom-tailored solution is delivered to your team and optimized based on live usage. After the go-live period, our customer success teams provide 24/7 support to ensure the solution continues to meet your business goals.

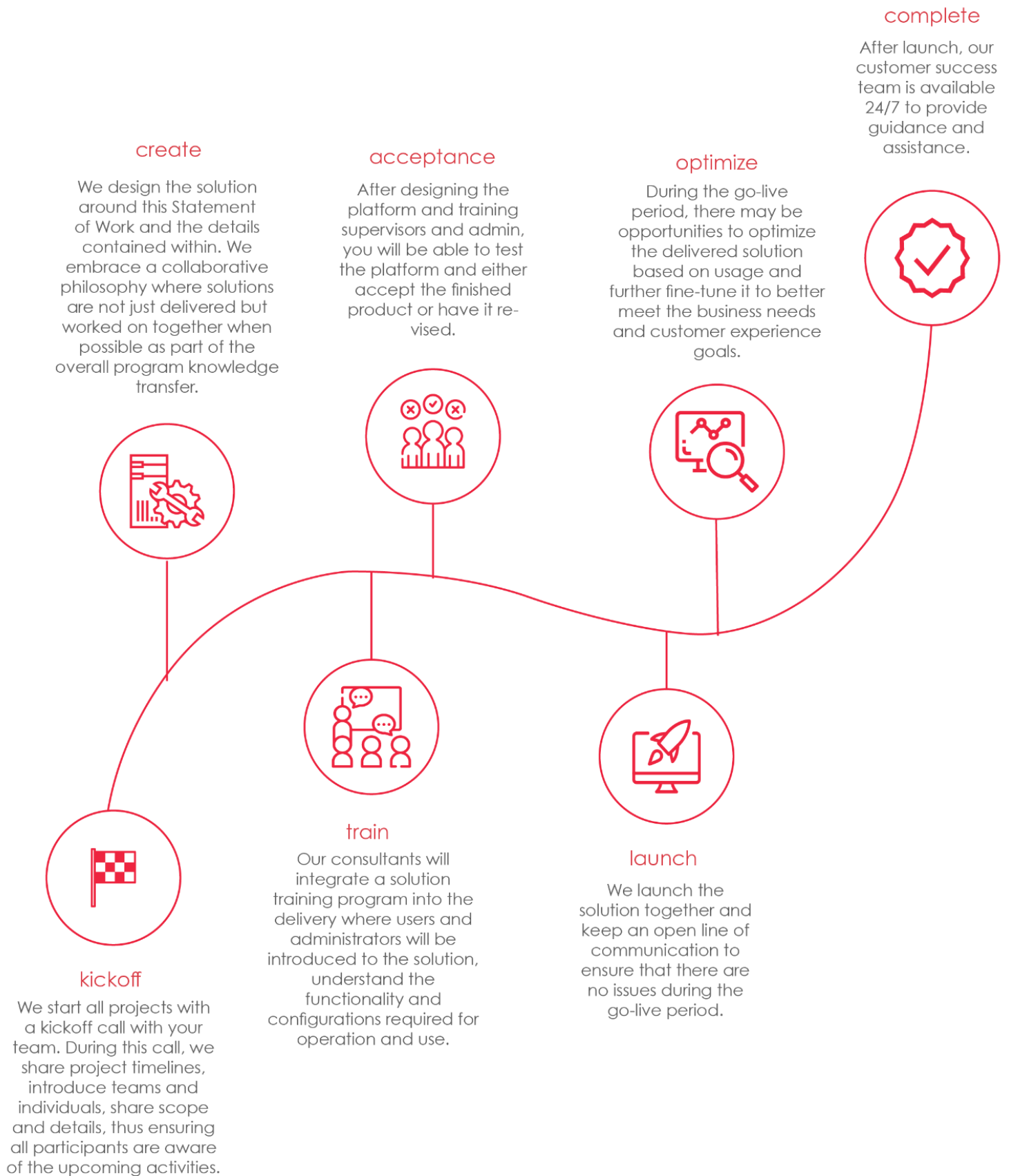


Bright Pattern is a very straightforward platform. It's easy to implement, it's easy to use, and it has a great support team around it. I keep coming back to Bright Pattern because of the excellent support

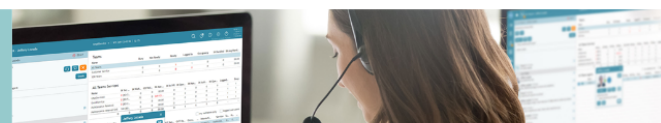
Jon Ward
Head of Customer Experience
Level

BRIGHT PATTERN

Statement of Work



Take the Bright Path to Success



BRIGHT PATTERN

Statement of Work

Project Overview

Client Name	
Executive Sponsor(s)	
Client's Administrators	
Project Name	
Engagement Duration	
Edition/Channels	
Begin Date	
End Date	

Project Assumptions

- is interested in utilizing the Bright Pattern platform to support a basic inbound voice channel/contact center for an initial client and create the foundation/processes to build upon as further clients (pipeline) sign.
- will be provided with a branded tenant (.brightpattern.com) to support this initial client and allow for future tenant/client expansion on the PCI Cluster.
- For optimal performance, will meet or exceed system requirements as outlined [here](#).
- Agents on softphones will use business-grade headsets - recommended headsets are outlined in the System Requirements document above. WebRTC connections will be configured as default phone device connections, thus requiring no agent/end-user browser plugins, installations or downloads.
- Customization of any CRM solution, including Zendesk or others; user interfaces, recordsets, contacts, cases/tickets, leads, and/or reporting, etc. are outside the scope of this Implementation SoW and will remain the responsibility of and the CRM vendor, although, Bright Pattern is happy to help with questions and/or directions for use of our APIs, integrations, and solutions.
- Time is allocated in the statement of work to encourage side-by-side training to enable local administrators the ability to configure and support the fundamental environment, call flows, Services, Users and Teams, etc. as well as build a foundation for user adoption through end-user train-the-trainer sessions and self-paced content.

will be responsible for any system configurations and operations in compliance of all applicable regulations and guidelines regulating the telemarketing industry as required - including regulations outlined by the Federal Communications Commission (FCC) and the Telephone Consumer Protection Act (TCPA) regarding consent, opt-outs, Do Not Call Lists (National DNCs and List scrubbing), redials, etc. for any current or future Campaigns.



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High-Level Customer/Agent Experience

- Initial customer journey begins with an outbound call from (Tier 1 Contacts)
 - Customers will be dialed at a rate of one record to one agent
 - Customers will be delivered directly to agents
 - Auto-answer will be used - all calls will be recorded
 - Agents will enter ACW automatically with manual exit (This is subject to change)
 - Dispositions will be available and utilized before and during ACW
 - No CRM screen pop is required
 - No customer surveys will be used
- Holiday and After-Hour Routing
 - All contacts received outside of normal business hours will have an option to leave a voicemail (to be routed via email to an address designated by)
- Channels
 - Initial implementation will be for a voice channel only
 - Training sessions will include additional channel overviews as a baseline for future growth/clients

Scope of Work

Services set forth in this document will be conducted remotely by Bright Pattern staff during normal Monday through Friday business hours (Pacific Time). Implementation work is completed by Bright Pattern Professional Services independent of the Customer timezone. The following tasks will be completed in conjunction with this agreement:

Users and Teams creation

Bright Pattern's Professional Services team will work directly with to perform a one time bulk upload for users found [in the template found here](#) or the joint team will manually create the initial set of users. Bright Pattern Professional Services will support in the creation of a single management team to support business needs and efficiently manage users. Bright Pattern Professional Services will utilize an enablement method wherein local administrators will be taught how to create/import users and create teams and/or update as needed in the future.

- User Roles/Permissions will be configured to the defined specifications by configured for the users in the initial bulk import.
 - Agent permissions for Internal Chats will be enabled
 - Agent permissions to Personal Calendars will be enabled
 - Agent permissions to Handle Chats and SMS (other non-voice channels) will be disabled, but available for future use
 - Agent permissions to Start/Stop recordings will be disabled (100% of agent connected calls will be recorded)



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- Skills-based Routing will be utilized - all skills will initially default to 100%
- Campaign routing will be team based using universal assignment

Service and Disposition Creation

Bright Pattern's Professional Services team will create 1 Service/Campaign to support 's business requirements. Included in the Service/Campaign creation will be:

- 1 Main Service/Campaign will be initially created to track calls/transactions (specific naming conventions to be provided by):
 - CareCentrix Voice

Hours of Operation: 24/7 with routing based on agent availability

- Team Assignment (Skills - 100% default)
- Recording of Transactions (Enabled) - standard 90 day retention period
- ACW Configuration (automatic entry of ACW, automatic ACW Exit times will not be configured - requiring manual exit after completion of post-call activities)
- Outbound Caller ID will set to the default client DID, enabling the team to support additional future clients via specified Caller IDs
- Up to 20 Dispositions per Service will be configured (if appropriate/applicable) - provided by

Bright Pattern Professional Services will utilize an enablement method whereby local administrators will be taught how to create new Services and/or update as needed in the future.

Inbound Call Scenario

Bright Pattern Professional Services team will create a single Inbound Voice Scenario to handle Campaign return calls based on the 's customer experience goals and targets to include:

- Hours of Operation: Based on current agent availability
- Holiday Routing: referencing the Holiday Calendar (open only configuration)
- After-Hours & Holiday Routing: Routed to voicemail
- Queues will offer no escape digit for voicemail
- Callback options (saving a spot in queue) will not be configured
- Errors branching for Queue Limits and Timeouts will be directed to voicemail (mirroring after-hour routing)
- All voicemail will be delivered as a secure link to an email address provided by
- Voicemail will be configured for 120 second durations, G.711 formats and allowing any user access permissions for the message - a Self-Service Block will be used for reporting purposes to indicate the contact was not Abandoned
- Individual Skills Based Routing will be utilized
- All Prompts or Announcements will be played via the default TTS engine (Microsoft) until recorded and uploaded by - uploaded wav files will be managed by -



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- The "Find Agent Blocks will be configured for indefinite routing
- Auto-Answer will be configured for all Campaigns with a ten second no answer timeout for return calls
- No Whisper or Service Announcements will be utilized
- Inbound calls unanswered by agents will attempt to route to the next available agent
- No customer surveys will be utilized
- All calls will be recorded
- ACW will be entered automatically without exit timers
- Dispositions will be available via the Service

Workflow Creation

No Post-Contact Workflow requirements have been identified for the accelerated implementation.

Reporting and Analytics

has not identified any custom reporting requirements at this time, although future requirements may be identified. Standard out-of-the-box reports and Campaign Results (exports) will be used and scheduled as required. Standard report definitions can be found [here](#). Time is allocated in this statement of work to review standard Bright Pattern reporting, custom reporting options (Jasper Reports, Direct Database Access, Text Editor and/or Standard report Customization) and direction to resources to ensure an understanding of the metrics and presentation.

-

Recording Exports

No long-term recording storage or archival requirements have been identified at this point for the implementation.

Bright Pattern Professional Services can work with as required to schedule recording exports to Amazon AWS S3 for future long-term storage (prior to the 90-day internal storage limit). would be responsible for the Amazon AWS S3 account procurement and administration. Exported recordings will continue to be available through Bright Pattern for the duration of the Call Detail record storage (typically 365 days) when linked to exported Amazon AWS S3 buckets. Bright Pattern recommends the consideration of S3 Glacier after 1 year for cost-effective longer-term cost storage (1+ years). After Call Detail is purged from Bright Pattern, access will only be via direct access (Amazon AWS S3 or other long-term external storage).



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Misc. Configurations

Bright Pattern Professional Services will work with to configure the following during the implementation cycle:

- Customized Help will be configured as required, will include Agent and Supervisor self-paced content and training at a minimum
- Phone Devices will be defaulted to WebRTC (PC headset enabled users) - should future requirements surround the need for screen recordings, the Secure Agent Desktop Plug-in will be configured
- Omni-Channel Routing Configuration will not be required during the implementation cycle (Voice) - although future opportunities for additional channels may exist and will be discussed
- Email SMTP configuration will be updated using targets and access upon tenant delivery by
- All After-Hour and Holiday Configurations will be routed to voicemail
- will provide any required wav formatted Voice Prompts (Professional Voice Talent), otherwise, the default TTS engine (Microsoft) will be utilized until prompts are uploaded
- Standard Music on Hold will be utilized
- Auto-Answer for agents will be configured for outbound calls with ten second timers for inbound
- ACW auto-exit will not be configured
- Other channels beyond voice (SMS, Chat, Email, etc., will not be utilized initially, but will be covered as part of the training opportunity)
- Standard Quality Management (QM) will remain defaulted to baseline 10 QM questions unless directed by
- Customer Surveys (First Call Resolution, Customer Satisfaction, and Net Promoter Score) will not be enabled/configured)
- Knowledge Base and Case Management will not be configured

Project Management

Bright Pattern Professional Services will provide up to 2 hours of Project Management each week throughout the implementation phase. This will include:

- Weekly Status Meetings - current state of build
- Identification of critical issues, or blockers to the project and remaining activities
- Task List/Task Item oversight for and Bright Pattern

Status meetings will be arranged between Bright Pattern and as part of project initiation. All meetings are assumed to be conducted remotely and at a time convenient to Status meetings will continue one week post-launch to ensure proper time and focus on any post-launch optimizations/configuration changes identified by



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User Acceptance Testing

Bright Pattern Professional Services will work with to schedule and support client User Acceptance Testing (UAT) for initial design approval. Modifications, changes, and enhancements will be reviewed and addressed as required.

CRM Integration

No current requirements for CRM integrations exist, however, is not interested in reviewing integration options at this time. As such Bright Pattern Professional Services will provide the Integration Guides for review by request in the future should this become a requirement.

Training

Bright Pattern will offer the following as part of training on the platform. Training is conducted throughout the Implementation period and based on timelines, some training may be scheduled Post Go-Live (as required).

1. Administrator training - Up to two 2-hour unique sessions providing an overview of specific administrative tasks to include:
 - a. User Moves/Adds/Changes (MACs)
 - b. Team Creation/Updates (including Skills)
 - c. Service and Campaign Management (Dispositions, List uploads, Dialing Rules and Campaign Configurations)
 - d. Hours of Operation/Holiday Management
 - e. Scenario design and use (Prompt/Announcement changes and uploads)
 - f. Access Numbers and Caller ID Management
 - g. Additional channels will be addressed for training only
 - h. Report Access and Generation
 - i. Recordings will be provided following the session
2. Administrator training - Deep Dive Training - Customer driven agenda - up to two 1 hour sessions that have an agenda set by System Administrators. These will be sessions dedicated to 'build-alongs' or 'Question and Answer' sessions
 - a. will prepare an agenda/question set in advance of the session
 - b. Recordings will be provided following the session
3. Supervisor/Campaign Manager training - one 30-45 minute train-the-trainer session providing an overview of specific supervision tasks to include
 - a. Real time statistics usage and customization
 - b. Agent interactions and Campaign Metrics
 - c. Campaign Control (Start/Stop and List Management)
 - d. Reporting access, scheduling and basic customization (including Campaign Exports)
4. Agent Training - one 30 minute train-the-trainer session designed to familiarize agents with the Agent Desktop. Tasks to include:
 - a. Logging in
 - b. Presence Management (Not Ready Codes)
 - c. Manual Outbound Calls/Inbound Calls
 - d. Campaign calls & Dispositions (including Notes)



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- e. Transferring of calls/Conferencing of calls
- f. User Profile management

Bright Pattern encourages a 'Train-the-Trainer' approach for Agent and Supervisor training to supplement the self-paced end-user training. As such, training will be recorded, and provided to at the completion of each session.

Number Porting/Acquisition

has the option to port number(s) to Bright Pattern. As part of this process, will be provided with a Letter of Authorization (LOA) form to complete along with porting instructions. It is understood that porting timelines are fully dependent upon completion/submission of the LOA forms and carrier scheduling..

will provide all porting details necessary for successful porting as outlined below:

- Please ensure that each LOA (Letter of Authorization) has the proper billing/address information
 - Any orders with address/billing info that does not match what the current carrier has on file, will be rejected by the losing carrier
- The person that signs the LOA must be listed with the current carrier as "authorized" to approve the port.
- LOAs must be separated into two groups: DIDs and TFNs
 - Any LOAs that include both DIDs and TFNs will automatically be rejected by the carrier
 - LOAs must also be separated out by carrier (we can provide you carrier breakdown if you don't have it)
- The BTN (Billing Telephone Number)
 - Can be any number that matches one of the numbers on the LOA form
 - It must be a DID from the form on a DID order, and must be a TFN from the form on a TFN order
- **Each LOA must be accompanied by a "matching" excel doc that contains the following information:**
 - All numbers from the corresponding LOA form (i.e. if the LOA has 13 DIDs on it, the Excel doc must list all 13 DIDs as well)
 - For each number included on the Excel doc we will need the following details:
 - One phone number per line
 - The type of line by number (DID or TFN)
 - Is it domestic or international?
 - Currently assigned (Actively used in current system - yes or no selection)
 - Type of assignment (line of business (service, queue, etc.) or individual (person))
 - Type of assignment not needed if number isn't currently assigned
 - Name of assignment: i.e. Customer Service Inbound or John Smith
 - **A template with examples can be found [here](#) for your reference**
- Bright Pattern will require a copy of the CSR (Customer Service Record) **from the losing carrier**, and a billing statement (from the last 30 days)



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- These documents must be included for all numbers being ported (i.e. if porting 50 numbers that are split between two different CSR and/or billing statements, we would need copies of all applicable)
- New Numbers (DIDs/TFNs) may be procured directly through the Bright Pattern implementation team. It is understood that will port a single DID to Bright Pattern carriers.

Launch Day Support

Bright Pattern Professional Services will provide 4 hours of Launch support on the day of Production launch, including post-launch activities (report review, enhancements, etc.). Launch Support will be offered directly through Bright Pattern Professional Services, rather than through Bright Pattern Customer Success Management team as they are more familiar with the design.

- Post launch, support needs will transition to the Bright Pattern Customer Success Management (CSM) Team. An introduction call will be scheduled with the Customer Success team to outline ongoing support, maintenance processes and procedures. This 1 hour session is conducted remotely by the CSM Management Team and will cover at a minimum:
 - CSM Contact Methodologies
 - Case Creation and Management (including system access)
 - Escalation Process and SLAs
 - Priority Definitions
 - Product Enhancement Requests
- Additional Resources and Support:
 - Online Help and Documentation: <https://help.brightpattern.com/>
 - Self-Paced Training/End-User Resources: <https://brightpattern.screencasthost.com/>
 - BrightPattern Community: <https://community.brightpattern.com/>



Payment Terms

Phase	Completion Date	Payments Due
Implementation		

Acceptance and Signoff



BRIGHT PATTERN

Statement of Work

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

Bright Pattern

Full name

Title

Signature

Date

Full name

Title

Signature

Date



BRIGHT PATTERN

Statement of Work

Project Acceptance and Completion

Project Completion	
Project Description	Implementation Services
Acceptance Response	<div><input type="checkbox"/> Accepted</div> <div><input type="checkbox"/> Not Accepted until below issues are addressed</div> <div><input type="checkbox"/> Accepted provided below issues are addressed</div>
Issues	
Additional Comments	

Bright Pattern

Full name

Title

Signature

Date

Full name

Title

Signature

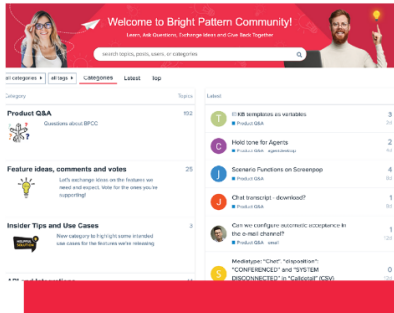
Date



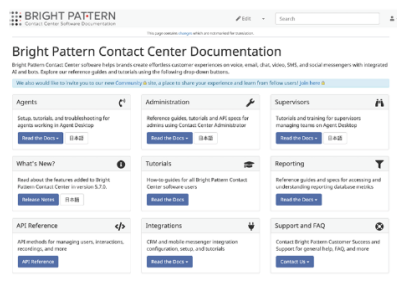
BRIGHT PATTERN

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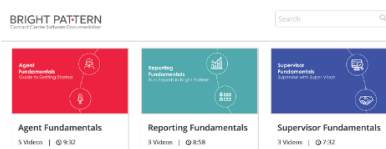
BRIGHT PATTERN RESOURCES



Join the [Bright Pattern Community](#) for additional information and community insights, including Product Q&A, Insider tips, and Use cases.



Visit our [Bright Pattern Contact Center Documentation Page](#) to explore our reference guides and tutorials, and tools for Agents, Supervisors, Administrators, and Reporting.



Watch video tutorials in our [Bright Pattern Screencast Documentation page](#) for self-paced training and end-user resources.

Never Miss an Update!

Follow us on our Social Media Channels to hear the latest from your Friends at Bright Pattern!




Voice Select

Our base package, designed for mainly voice calls.

- ✓ Inbound Voice Calls
- ✓ Outbound Voice Calls
- ✓ ACD
- ✓ IVR
- ✓ Callback
- ✓ Personal Routing
- ✓ Journey History
- ✓ Customer Profile
- ✓ Surveys
- ✓ Reporting and Customizable Dashboards
- ✓ Knowledge Base
- ✓ API Access
- ✓ Call Recording (90 Days)
- ✓ Screen Recording (30 Days)


Pro Package

Capable of seamless interactions across multiple digital channels.

-  Get everything in the Voice Select and:
- ✓ Omnichannel ACD
- ✓ Omnichannel Desktop
- ✓ Email
- ✓ Web chat
- ✓ SMS/text messaging
- ✓ MMS
- ✓ Omnichannel Dashboards
- ✓ Omnichannel Journey History
- ✓ Omnichannel Journey Building

Premium Package

Our most advanced package, capable of connecting you to any digital channel.

-  Get everything in the Voice Select and Pro Package and:
- ✓ Messaging Apps
- ✓ Facebook Messenger
- ✓ WhatsApp Integration
- ✓ LINE Integration
- ✓ Viber Integration
- ✓ Telegram Integration
- ✓ WeChat Integration
- ✓ Twitter Messaging Integration
- ✓ Social Media
- ✓ And more...