CUSTOMER CONTACT TECHNOLOGIES
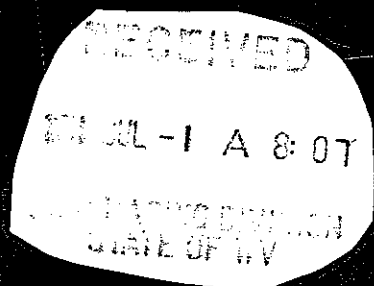
WWV11872

RFQ Response

July 2011

Innovative.
Proven.
Solutions.

∴ NOBLE SYSTEMS

Cost Sheet

Services	Quantity	Price
A turn-key unified Predictive Dialing Telecommunications System with a minimum of **100 agent seats** to include but not be limited to all required hardware and software to perfect the requested system, Installation of all required H/W & S/W + 1st Year Maintenance & Support + required Training	1	$336,506
Maintenance & Support Year 2	1	$56,487
Maintenance & Support Year 3	1	$56,487
*Future Customization – Labor	(100 Hours)	$22,500

Grand Total (Complete Turn-key Predictive Dialing Telecommunications System + Maintenance & Support Year 2 & 3 + Labor)	$471,980

Note: Please do not alter this cost sheet or provide any additional pricing not specifically requested hereinabove. Doing so may result in disqualification of your bid.

*Hours are estimates based on anticipated future needs; actual hours may be more or less at the WVWF's discretion.

_____

Note: Noble Systems represents that, to the best of its knowledge, the responses and statements provided are accurate at the time of this proposal; however, product details and support/project information are subject to change. Some functionality detailed may include products or services not included in the proposal. Final agreement to policies, procedures, standards, terms and conditions will be reached during contract negotiations and will be detailed in an agreement between the parties.

June 30, 2011

Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25305-0130
Ph: 304.558.231b

Mr. Whittaker:

Thank you for considering the **Noble® Solution** suite to meet Workforce West Virginia's Telecommunications Predictive Dialing needs. We appreciate the opportunity to propose our award-winning, advanced technology solution for installation at Workforce West Virginia.

Our response to Request for Quotation WWV11872 is enclosed. The Noble Solution provides full contact center functionality in a single, unified platform. Our proposed system meets or exceeds your needs for contact center management, and includes turnkey professional services to ensure a successful implementation.
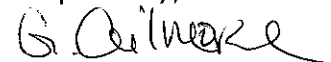
Noble Systems® offers a highly flexible environment. We customize your solution to meet your unique operational needs. For Workforce West Virginia, this translates to delivering a contact center suite that works within the scope of your business, rather than making you change your business to work with our product.

Noble offers *immediate return on investment with measurable results*. By integrating with your existing systems, you get a quick implementation with lower costs. Workforce West Virginia can enjoy the benefits of increased productivity and reduced costs in a very short time frame. We can provide a seamless solution without requiring you to invest time and money in rebuilding processes or transferring data to a new format.

If you have questions about any item in our proposal, please do not hesitate to contact me. We would also like to extend our invitation to you and your associates to visit with us at our corporate office in Atlanta at your convenience.

We look forward to earning your business.

Respectfully,

Gerry Gilmore
Sales Account Manager
[p] 706.244.9903
[e] ggilmore@noblesys.com

Enclosures

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I. Executive Summary

Executive Summary

Noble Systems Corporation is pleased to respond to Workforce West Virginia's RFQ WWV11872 for a Telecommunications Predictive Dialing solution. Our proposal will provide the unified hardware and software technology resources required for the development and ongoing support of WWV's contact center programs. The Noble® Solution provides full contact center functionality in a single, unified platform. Our proposed system includes turnkey professional services to ensure a successful implementation.

Noble Systems offers a highly flexible environment. We tailor your solution to meet your unique operational needs. For WWV, this translates to delivering a contact center suite that works within the scope of your business, rather than making you change your business to work with our product.

Noble offers immediate return on investment with measurable results. By integrating with your existing systems, you get a quick implementation with lower costs. WWV can enjoy the benefits of increased productivity and reduced costs in a shorter time frame. We can provide a seamless solution without requiring you to invest time and money in rebuilding processes or transferring data to a new format.

ABOUT NOBLE SYSTEMS CORPORATION

Noble Systems Corporation (NSC) is a leader in the automated call processing industry, providing the world's best 'total solution' value in contact center and customer contact technology. Noble Systems currently serves as the technology vendor of choice for tens of thousands of agents at 4,000+ client sites worldwide. Millions of customer calls are managed every day through Noble Systems' unified suite of ACD, predictive dialing, blended call processing and multi-channel communications systems.

Founded in 1989, Noble Systems is headquartered in the U.S. in Atlanta, GA. Regional offices in the U.S. and international offices in Australia, Brazil, France, Germany, India, Mexico, the Philippines and the United Kingdom support the rapidly growing global demand for Noble Systems' unique solutions.

> *Company Background*

Noble Systems Corporation is a technical-communications company built on a solid foundation of contact center management experience. A pioneer within the industry, founder James K. Noble, Jr. utilized early dialing software in the operation of his own call centers. Realizing the benefits of automating the calling process, Mr. Noble began to focus on ways to improve the technologies. Seeking a balance between functionality, flexibility and affordability, he assembled a team of experienced call center professionals. Their working knowledge of the industry was the force behind the creation of an innovative system. In 1985, their efforts were rewarded with the design and development of a superior predictive dialer and the *Noble® Solution* suite was born.

Recognizing the need for advanced call automation among his colleagues, Mr. Noble began selling his solutions to others in his industry. By 1989, over 20 systems were installed and Noble Systems Corporation was officially formed to further the distribution and support of the Noble products. The company hit the ground running, supplying the contact center industry with a revolutionary and proven product and an experienced support team. In 2007, Noble Systems acquired the Amcat®, family of contact center technology companies and integrated the CCS product into our platform of solutions. In 2009, Noble Systems acquired assets of the TouchStar Software Corporation, including the TouchStar brand and all intellectual properties, as well as TDI (formerly Teledirect) including the Liberation brand and product line and associated intellectual properties. These acquisitions have helped to further Noble Systems' presence in the industry and its commitment to providing the best in leading-edge contact center solutions for both Enterprise and SMB organizations.

Noble Systems is committed to integrating the most up-to-date contact center automation technologies into its solutions. This focus on applying technology advances to its systems has allowed the company to deliver a more powerful solution; system specialists take great care to examine client requests and considerations alongside the most current technologies, emerging with a more useful and productive product. An on-site contact center, managed by a partner of Noble Systems, serves as a corporate testing ground for new enhancements. Comprehensive testing in this live environment allows Noble Systems to observe how products respond when applied to the rigors of an active program. The result of Noble Systems' development efforts is a state-of-the-art, comprehensive, turnkey solution that allows companies to turn the call center into a true profit center. Through these revolutionary business solutions, Noble Systems has grown to become a worldwide leader in outbound and blended contact center technologies.

> *Mission Statement*
Noble Systems' mission is to deliver industry leading, best-in-class solutions that surpass customer expectations. We strive to attract, retain and reward the best and brightest to meet our goals of providing superior customer service and achieving customer satisfaction. We succeed through our customers' success.

THE NOBLE® SOLUTION SUITE

Noble Systems Corporation distributes, enhances and maintains the Noble suite of contact center technology products. Created by individuals with extensive contact center experience and developed by a team of computer and telecommunications specialists, Noble offers a fully open, highly customizable and scalable platform which utilizes the latest hardware, database and telephony technologies. The Noble Solution suite consists of enterprise class, state-of-the-art hardware and software components to deliver high performance, reliable computer telephony and contact center management applications. The comprehensive system enables enhanced customer interaction, giving your company the ability to increase and control the quantity and quality of your client communications tactics.

Robust functionality within the Noble® Solution empowers clients to design sophisticated campaigns without programming, leverage real-time decision making tools, achieve ultimate agent productivity, increase agent retention, and maximize overall campaign performance and results. These powerful capabilities place Noble in the leadership position of providing the industry's most comprehensive and affordable customer interaction management solutions.

Noble provides predictive dialing with an inbound ACD, so all agent stations can use blended inbound/outbound call handling for maximum efficiency and productivity. This allows managers and agents to control a high volume of calls, emails, chat messages, and other contact channels in a sophisticated, multi-media environment. Our system uses an integrated relational database to capture and access customer data, an essential tactic for one-to-one marketing campaigns, collections, customer care, and enterprise-wide CIM strategies. All customer contacts enter our universal queue to efficiently manage high transaction environments.

Our Proposed Platform for Workforce West Virginia

Noble Systems proposes the Noble® Solution with unified predictive dialing and inbound blending, scripting and development toolkits, management and reporting software; integrated digital recording, monitoring and quality assurance tools; IVR, text-to-speech, and messaging; workforce management; and storage and redundancy components in a secure, distributed environment to meet WWV's contact center technology needs.

The Noble Solution is designed to meet the needs of organizations of all sizes, providing advanced technologies and system architectures to guarantee optimum performance for high-transaction and multi-site environments. This configuration will support the WWV's current activities and will allow for expansion to incorporate new programs, increase call volumes, and add agent seats without requiring a completely new investment in technology.

The system's open architecture also provides the flexibility to integrate with third-party equipment and software packages, including existing PBX hardware and software applications. Noble also supports SIP, TDM, and hybrid telephony environments. Noble fits into your current environment, rather than making you change your business processes – resulting in reduced implementation time and shorter learning curves. Our turnkey solution includes complete Project Management to coordinate the transition to the new system, to get you up and running quickly, helping you improve productivity and realize an immediate return on investment.

NOBLE SYSTEMS ADVANTAGES

Noble Systems specializes in providing companies with flexible, customizable contact center solutions. As a supplier of call automation and contact solutions, we have a proven track record of client consulting, development and service. Thousands of clients worldwide entrust their crucial contact center operations to Noble solutions.

> *Award-Winning Total Contact Center Solutions*

Noble Systems delivers a true turnkey solution for contact center management, from call automation and reporting, to list administration and agent tracking, to workforce management and QA. Noble's unified platform provides advanced ACD, Predictive Dialing & Inbound features, Blended Call, IVR, Digital Recording, Campaign Building & Desktop Design, Agent Management and Scheduling, Compliance and Security, Customization and Reporting, Database and Telephony features. Whether you are looking for a stand-alone call center system or a fully-integrated contact solution, Noble Systems can help you meet your goals.

> *Business Experience and Global Reach*

Noble Systems has been developing leading-edge call automation solutions since 1985. With tens of thousands of agents working at 4,000+ client sites around the world – and a network of offices and partners serving the Americas, EMEA, APAC, and LATAM regions, Noble supports the customer contact industry on an international level.

Noble solutions are powering contact center operations for companies across a broad range of industries, such as banking and financial institutions, collection agencies, consumer products, fundraising, healthcare, home improvement, home services, magazines and newspapers, market research, mortgage companies, service bureaus, and telecommunications. The Noble platform is designed to adapt to the constantly changing needs of each center and each individual application, enabling clients to achieve new levels of productivity and efficiency. Noble Systems' clients are drawn to our solution's many features and benefits. The predictive dialer, integrated relational database, blended environment and reporting capabilities enhance their businesses with real-time decision making and productivity tools.

The first Noble system sold was used for collections activities. Today, one-third to one-half of Noble Systems' clients use our solutions to support their collections activities. These companies represent a wide-range of industries, including agencies, consumer goods, financial services, healthcare, hospitality, media, publishing, and telecommunications organizations. Our clients enjoy the advantages of Noble Systems' collections-specific advantages, including the ability to setup and deploy automatic collector and payment features with IVR, Right-Party Connect to ensure that the collector is speaking with the debtor party, digital recording to make records of payment promises, on-line credit and check authorizations to process payment transactions, Account Ownership with the award winning Debtor Contact Management System, PCI Compliance features, and the ability to integrate with third-party collections systems and provide collectors with screen pops of debtor information.

> *Technology*

Noble Systems partners with today's leading technology providers, such as Aculab, Dell, Dialogic, HP, Informix, Redhat, and SQL, to deliver powerful web-enabled solutions for contact center management. We partner with possibleNow for DNC compliance, Nexidia for Speech Analytics and RealSpeak for our Text to Speech engine. Noble's approach of applying the newest technologies to our contact center products enables us to provide solutions with advanced functionality that meet the changing needs of today's customer communications environment. New products and features are tested in our own business development and support centers to ensure quality and performance.

> *Financial Strength & Longevity*

Noble Systems was formed as a privately-owned corporation in 1989 by founder James K. Noble, Jr. Mr. Noble continues to retain ownership of the company and to serve as its CEO and President. While many of the vendors in the contact center technology marketplace have been acquired or stopped doing business, Noble Systems has remained focused on building and developing our technology, finding opportunities to grow, and servicing our clients with innovative solutions and world-class support. Throughout our history, Noble Systems has sustained a high revenue growth business model within a very competitive market.

> *Client Relationships*

Noble Systems has been an innovator in contact center automation from an operations and management perspective. And, Noble Systems continues to set the industry standards for account management and customer satisfaction. An in-house contact center provides a live testing ground for product development. Our commitment to client relationships has allowed us to grow our business through word-of-mouth and referrals. In fact, for the first eight years, client recommendations generated almost 100% of our business; referrals remain an integral part of our new business acquisition.

KEY DIFFERENTIATORS

Noble Systems offers the best value and most features, with our enterprise-class, state-of-the-art technology solution to deliver high-performance contact center management applications. Our flexible environment allows us to tailor solutions to meet the unique needs of each individual client. This translates to delivering a contact center suite that works within the scope of your business, rather than making you change your business to work with our product. Noble provides immediate return on investment with measurable results. By integrating with existing systems for a seamless solution without requiring an investment in time and money to rebuild processes or transfer data, our clients enjoy the benefits of increased productivity and reduced costs in a very short time frame. Some of the key differentiators between Noble Systems and our competitors include:

> *Offering a Single, Unified Platform and Long-term Stability*

Our founder is still our CEO. Our components for digital recording, universal queue, IVR, text-to-speech, WFM, and VoIP support are integrated to work in a single, unified platform.

> *Utilizing the Powerful Linux Operating System*

This platform has proven time and again to be more reliable than a Windows-based platform. Linux allows Noble to outperform our competitors' systems. With Linux, Noble can provide any level of fault tolerant recovery mechanism required because we fully support Linux High Availability open source project. As the state-of-the-art in fault tolerance evolves, Noble Systems is positioned to incorporate new innovations more quickly. Linux is a growing platform, allowing us to continue developing our solution for the future.

> *Believing in the Open Source Movement*

Noble Systems has developed our solution so that our clients may use our product as a turn-key solution or extend our product as required to better integrate into their existing enterprise systems.

> Including Software Upgrades at No Charge
Noble Systems includes software upgrades at no additional cost as part of our standard maintenance fees, allowing our clients to take advantage of the latest technology updates and future-proofing their systems.

> Providing Top-Quality Client Support
No product stands alone, and support is a critical requirement for mission critical enterprise applications like a call center solution. Our Noble Care® support team is based in Atlanta, in the same building as our training, engineering, sales, and service organization. Our clients have access to a team with over 500 man-years of experience in the call center business, as well as in Noble products – rather than sourcing our support to outside groups.

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II. PRICING

Cost Sheet

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III. Response to Requirements

Response to Requirements

3.0   GENERAL INFORMATION / REQUIREMENTS

3.1   General Information

3.1.1.   Vendor must provide a complete turn-key unified solution.

Yes. The *Noble® Solution* suite consists of enterprise class, state-of-the-art hardware and software components to deliver high performance, reliable computer telephony and contact center management applications. Noble provides a turn-key solution for predictive dialing, ACD, blended communications, custom scripting, on-screen reporting, agent monitoring, and more. Noble Systems' contact management solution sets itself apart from the competition as a true, fully-integrated system for inbound, outbound and blended multi-media communications. The suite is developed by experienced professionals who have worked inside the call center industry. Noble is committed to embedding the latest in contact center technology advancements into our applications.

Noble Systems provides a turn-key solution with powerful built-in functionality, rather than trying to build a system from independent parts. All components of Noble – including predictive dialing, ACD, call blending, custom scripting, application development, campaign management, center reporting, IVR, recording, messaging, workforce management, analytics, and more – are designed to work together in a single, seamless solution. We support a broad range of architectures, including multisite deployments, distributed architectures, and SIP/IP and VoIP technologies.

Our expert consulting, implementation, training and technical professionals are dedicated to delivering first-class services to help you maximize the results of your investment in the Noble solution.

Noble Systems will provide a complete contact center management solution, including: predictive dialer and ACD equipment; CTI technology; management software for campaign and script building, resource scheduling and agent, campaign and center reporting; digital recording and voice archival server; an integrated relational database; and monitoring device(s). The client will be responsible for providing the agent desktops (PCs or terminals), manager desktops, headsets, switch/PBX equipment (if external system desired), and any existing software or applications that the company may wish to integrate with the Noble solution.

3.1.2.   The quoted system must support multiple languages. At a minimum English and Spanish prompts must be included.

Yes. Noble can support multiple languages with our agent desktop and scripting tools and IVR and text to speech applications.

3.1.3.   The quoted system must function in an enterprise contact center environment.

Yes. The *Noble® Solution* is specifically designed to accommodate all of the requirements of a distributed enterprise contact center operations.

- The *Noble Enterprise* configuration is designed and constructed using telco-grade components of IBM eServers and the Red Hat Linux operating system. Our evolutionary *Noble SIPhony* platform unifies customer communications via a server-based telephony structure. With an IP-ready, total SIP solution that supports traditional TDM or hardware-based telephony, native-IP, and hybrid platforms, Noble allows companies to create a more efficient and more effective telephony environment. For organizations that want the flexibility and cost savings of an IP solution, SIPhony makes it easy for centers to integrate existing hardware or software applications into a SIP environment.

- The system may be configured for a distributed environment with a separate host server and separate telephony servers that run over a LAN to provide maximum performance.

- Our *Noble RepliServer* option provides 100% data redundancy for hardware issues or disaster recovery, with an 'active' host supported by a 'passive' host. The passive host is a mirror copy of the active host, and can automatically take over operations in the event that the primary host becomes inoperable.

- Each server both Host and Telephony contains their own separate copies of the *ATOMIX* relational database. This database is an extension of the Informix Database that is now also an IBM product. Each of these databases are fully functional databases and designed to capture all of the activities that occur in the call center from call detail records, complete history of agent activities including billing and payroll information, to all aspects of a campaign. Since this is a fully functional database, this database has been utilized by some of our clients as a data base of reference for custom business applications. This same database may be utilized to maintain customer records, list, scheduled appointments, agent records, digital recordings, for long periods of time.

- The Noble solution may be configured with separate *Noble RAS (Report Archive Server)* and *Noble VAS (Voice/Video Archive Server)* options. These servers provide for full data roll-up across multiple contact centers and may be utilized as a data warehouse of information across these multiple centers.

- Integration to external enterprise systems is a key requirement for an enterprise contact center system. Noble Systems believes in the open source movement and provides an open interface for constructing agent applications with OCX controls, enables clients to tap into system events for messaging and interaction with other enterprise systems, and provides all of the ODBC drivers and a complete data dictionary of our database for developing integration points with other systems.

- The Noble solution also contains a unique list management and record serving architecture for delivering records to the pacing engines for outbound campaigns. A configurable 'Fetch' (or query) script is utilized to customize how records are pulled from lists and may be customized for specialized sorting and pre-processing of records based on custom business rules. This same scripting mechanism can be used to pull records directly from other enterprise databases without the need to load lists into the system.

- The Contact Center solution may be configured to support multiple remote site and work from home agents using a combination of mechanisms from distributed hosts, telephony servers, as well as remote agents and supervisors working over secure VPN connections.

3.2   Technology and Architecture

3.2.1.   The system must be programmed to allow a minimum of 100 agent seats

Yes. Noble Systems offers solutions to support from 4 to 2,500+ agent workstations. The number of agents that can use the system is limited only by the license purchased by the client.

3.2.2.   The quoted system must be able to upgrade without replacing the entire installed system.

Yes. Our scalable solutions are designed to provide a long-term investment pathway. Clients may begin with any level of the Noble software, and easily transition to a larger environment or add new components and functionality as they grow. To add a station, the client must purchase an additional user license from Noble Systems. If additional hardware is not required, the station may be turned on remotely by Noble Systems' support team.

3.2.3. The quoted system must support multiple line type such as SIP, analog, T1, E1, etc.

Yes. Noble supports SIP Trunks, T1, E1, Wink Start (Robbed Bit), ISDN-PRI, and Analog interfaces.

3.2.4. The quoted system must use Linux or equal as its primary operating system.

Yes. Noble Systems has embraced the open-source movement with the selection of Linux as the OS of choice for all our server platforms, including the Host Server, Telephony Servers, Report Archive Server and Digital Recording Server.

3.2.5. The quoted system must use a relational database product that uses Informix or equal source code that will allow 32-bit ODBC technology and support real-time data exchange. It also must allow connectivity with SQL Server, Oracle, and Sybase.

Yes. For all server platforms, Noble Systems utilizes the built-in *ATOMIX* integrated relational database management system (RDBMS). ATOMIX is a product based entirely on Informix. It allows real-time data access using 32-bit ODBC technology. Noble also supports real-time data exchange, XML communication, mainframe emulation, and screen scraping connectivity with Oracle, Sybase, SQL Server, FoxPro, ACT, Goldmine, JAVA, Access, and proprietary databases.

3.2.6. The quoted system must be able to interact with present Mainframe and DOS applications. (Refer Section 4.0 for current environment)

Yes. At the desktop level, Noble supports the standard Windows OS including Windows 2000/XP/Vista. We can also integrate with mainframe systems and DOS applications. Noble also supports the use of dumb terminals as clients, although this limits functionality.

3.2.7. The quoted system must support multi-server configurations.

Yes. The Noble platform can support a wide variety of architectures, including multiple telephony platforms with a single host, multiple host/telephony platforms with centralized campaign control.

3.2.8. The quoted system must support TCPIIP as a network communications protocol.

Yes. Noble Systems uses TCP/IP connectivity for the Noble platform.

3.2.9. The quoted system must support real-time upload/download capabilities of customer information.

Yes. The *ATOMIX* integrated relational database allows real-time data access using 32-bit ODBC technology. Noble Systems has many clients using real-time feeds from their host to the Noble Solution.

3.2.10. The quoted system must allow hardware/software requirements for managers and agents stations to be acquired from the States current PC contract.

Yes. The client will be responsible for providing the agent desktops (PCs or terminals), manager desktops, headsets, switch/PBX equipment (if external system desired), and any existing software or applications that the company may wish to integrate with the Noble solution. Actual system requirements may vary, depending upon final application selected. Noble Systems will provide the State with a list of specifications to be used in acquiring the equipment and software from the State's preferred vendor.

3.2.11. The quoted system must include all additional software required for the solution.

Yes. Noble Systems will provide a complete contact center management solution, which may include the following, depending on the system purchased: predictive dialer and ACD equipment; CTI technology; management software for campaign and script building, resource scheduling, and agent, campaign and center reporting; digital recording and voice archival server; an integrated relational database; and monitoring device(s) (see cost proposal for more information on the exact system proposed).

The client will be responsible for providing the agent desktops (PCs or terminals), manager desktops, headsets, switch/PBX equipment (if external system desired), and any existing software or applications that the company may wish to integrate with the Noble solution. Microsoft Excel 2000 or higher is required for reporting on manager stations; Microsoft Office 2000 or higher is preferred. Internet Explorer or similar web browser is required for agents and managers if the *Composer Web Agent* solution is purchased.

3.2.12. The quoted system must support multi-site deployments, Remote Users, Home Agents.

Yes. The Noble suite supports a variety of multi-site deployments for organizations with more than one site. The system can be located at the main office and can receive or dial calls and transfer them to other locations. In addition, the system supports multi-site call routing so a call received at one location can be routed to a remote location. External call transfers are also available, so that a call from one location may be transferred to another site using other types of call center equipment.

Noble supports Remote Agents, allowing centers to utilize 'work-from-home' or 'telecommuting' scenarios for agents. The agent is virtually placed within the call center environment and is treated just the same as any agent connected to the Noble platform, with all of the features and functionality of an agent sitting in the call center, including supervisor monitoring, reporting, etc. The Noble solution provides remote agents with a screen pop from the built-in database, or using *Composer, Composer Web*, or native OCX and DLL application interfaces for custom agent applications. From a management standpoint, the manager may view agent activity regardless of whether the agent is local in the call center or remote in the field.

Noble also supports remote administration and multiple system administrators. The Noble manager utility can be accessed remotely in order to manage multiple sites. All agents and campaigns can be monitored in the Management Suite, where supervisors can perform station mirroring, view agent statistics and make necessary changes to list or line assignments. Access to administrative functions is controlled via our security features. Off-site users can access the Noble manager programs remotely in order to view reports and real time contact center statistics. The user must log-in with an accepted password to access the system from a remote location.

3.2.13. The quoted system must include (open source) software and the source code and documentation for the open source software must be provided.

Yes. The systems are built to comply with open standards. The operating systems are posix compliant. The Linux operating system is also fully open with source code available. Noble can provide complete data dictionaries upon purchase and offers a source code escrow option.

3.3 Automatic Outbound Dialing

The quoted system must meet and provide the following functionality and specifications.

3.3.1. Provide multiple (minimum 6) pacing algorithms. It must also monitor outbound calls and measure the rate, at which outbound calls are processed in relation to agent availability, i.e., group, individual, preview, etc. The quoted system must allow inbound call volumes to have minimal affect on outbound pacing algorithms.

Yes. Noble supports Predictive, Preview, Progressive, and 'Dial Now'/Manual modes. The system monitors agent activities and adjusts the dialing speed to meet the designated pacing parameters. The variable Call Pacing function is group specific, not system wide, allowing for ultimate flexibility in multi-application environments. For example, new agents can be paced at a slower rate than experienced agents. Call pacing is assigned to the campaign based on one of 8 variables, including:

1. Target Wait Time Between Calls
2. Target Hold Time Per Call
3. Target Drop Ratio Over Total Calls
4. Fixed Lines Per Active Agents
5. Target Drop Ratio Over Connects (FTC Pacing)
6. Preview Dialing – Auto Dial After Delay
7. Preview Dial – Dial On Demand
8. Blast Pacing (for unattended messaging)

The system monitors agent activities and adjusts the dialing speed to meet the designated pacing parameters. Supervisors can view current information on call pacing status on-line to ensure the campaign is being run at maximum efficiency. The system monitors performance and flags exceptions to alert the manager if the goals are not being achieved.

The Noble solution is designed to allow companies to manage true 'blended call' environments, where assigned agents may receive not only both inbound and outbound calls, as well as call transfers, based on availability and service parameters. If desired, outbound calls can be assigned priority over inbound calls to meet contact goals, or inbound calls can be given priority to meet service level targets.
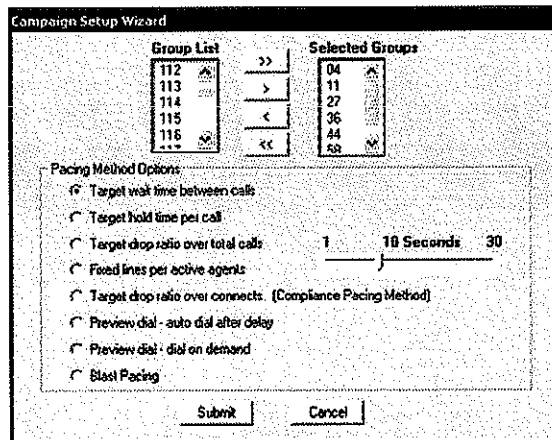
3.3.2.   Multiple Dialing Modes -Predictive, preview, dial now, and messaging modes can be managed by
         agent group.

Yes. Noble supports Predictive, Preview, Progressive, and 'Dial Now'/Manual modes. In 'Predictive' dialing mode, the dialer will select the number from the list and dial it automatically, sending it to an agent for handling when the called party answers the phone. In 'Preview' mode, the dialer will select the number from the list and send the record to the agent before dialing. With 'Delay' preview, the system will begin dialing after a pre-set time interval, allowing the agent to review the record. In 'Demand' preview mode, the agent prompts the system to dial the number at the touch of a button. For the 'Progressive' mode, dialing does not begin until an agent is available to take the call. When used in the 'Dial Now' mode, an agent may select a number and have the dialer call the number at the touch of a button. The pacing function is group specific, not system wide, so that different in-production groups can work in different modes simultaneously.

3.3.3.   Area Code Management -Automatically begins and ends calling based on the time of day.

Yes. All calls (including call backs) can be set up to be subject to time zone controls. Managers can set beginning and end times in the campaign setup program so that the dialer will automatically check the time zone in the local market based on zip code and area code matches before attempting a call. Time Zones are determined using an algorithm that looks at both Area Code and the Exchange Code of the phone number being dialed. While area codes have been known to cross time zones, the combination of area code and exchange code is unique to a time zone. This allows the solution to handle time zone management automatically without supervisor intervention.

3.3.4.   Do Not Call List -Applied to individual or multiple outbound campaigns for compliance.

Yes. Noble Systems fully supports compliance with the national DNC list. Noble provides comprehensive tools for managing DNC Lists. Do Not Call Lists can be loaded and 'scrubbed' against other lists. The in-production 'Purged Number' option command matches a list against the DNC List in real-time and removes the numbers that correspond. There is also a status code for 'Do Not Call' that the agent can enter during wrap time when a contact requests to be removed from the calling list. DNC Lists can be managed on a campaign-by-campaign or system-wide basis, and turned on and off for exempt and non-exempt applications.

3.3.5.   Busy, Disconnect, No Answer, and Answering Machine Screening -filter out unproductive calls,
         including: busy signals, unanswered calls, fax machines, modems, disconnected numbers,
         answering machines, and operator intercepts.

Yes. The system provides full screening for busies, disconnects (temporary and permanent), no answers, and answering machines so that your agents get the most right-party connects and highest productivity levels. Noble recognizes in-band tri-tones from Robbed T1s, as well as ISDN-PRI tri-tones. All of the standard tones are supported. With PRI circuits, we can also receive the reason for the tri-tone, including line trouble, changed area code, disconnected, changed number, and temporarily disconnected. Then, on a campaign-by-campaign basis, these reason codes can be mapped to disposition codes for call routing. For example, a 'temporarily disconnected' number can be dispositioned for re-dialing in a few days, while a "disconnected" number can be flagged for removal from the call list. Noble has the ability to recognize when a tri-tone is emitted from a call blocking source, such as the 'Telezapper', and to identify 'Privacy Director'-type equipment. In addition, Noble can receive and decode Special Instruction Tones (SIT). In addition to the standard status codes delivered with the system, there are ten customizable codes and 100 additional sub-codes ('adi-stats') per custom code available. Setting up custom codes and 'adi-stats' is achieved through the Noble management utilities.

The Noble platform detects up to 90%+ of answering machines accurately, without hanging up on live calls, using our proven algorithms, and 20+ years of development and deployment in thousands of agent seats to ensure a superior level of answering machine identification. When an answering machine is detected, an automated message can be used and the call can be dispositioned for redialing, if necessary. Alternately, the record can be set for callback after a certain amount of time. This can be set on a system wide or campaign-by-campaign basis, so that one campaign might leave an automated message and another might schedule the call for a callback.

3.3.6. CTI Screen Pops -Push customer information to the agent desktop.

Yes. Noble supports the use of CTI screen pops to push customer information to the agent desktop. In an outbound application, the system sends the customer information for the record dialed to the agent receiving the outbound call. For inbound calls, the customer can be identified using ANI detection or using information entered via the keypad. The screen pop can be generated by *Noble Composer* agent desktop, using the calling list information. The screen pop can also be generated from a third-party application or external database and pushed to the Composer desktop, or Noble can automatically launch an application and pull up the appropriate customer record, without the agent performing a manual look-up. Screen pops can also be customized for each individual campaign.

3.3.7. Reporting -provide standard and custom reporting by agents, calls, and campaigns for use in center management and compliance reporting

Yes. Noble delivers a complete package for agent, campaign and center reporting. Noble's Management and Reporting tools help managers access the power and flexibility of the Noble platform. The graphical, user-friendly *Noble Maestro* software allows managers to access real-time information to manage their programs with on-screen dashboards and reports on agents, lists, calls, campaigns, lines, and more. Contact center managers can monitor agents and resources with ease.
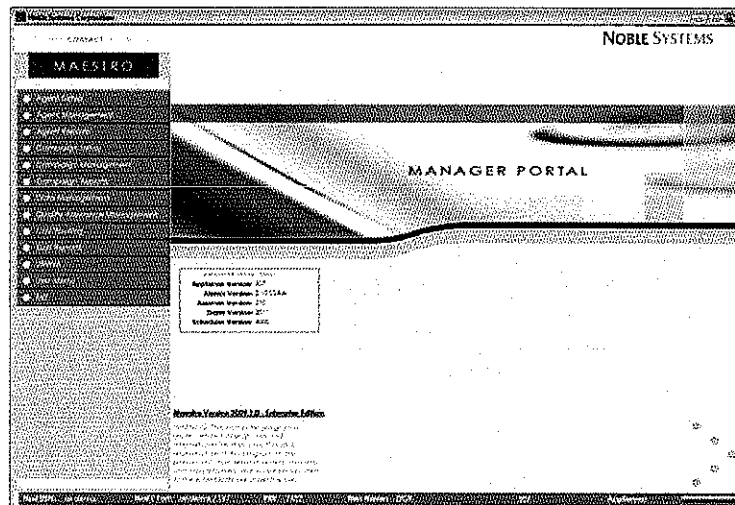
3.3.8. Call-back Scheduling and Appointment Setting -Agents can schedule agent specific or general call-backs or manage appointment setting.

Yes. Callbacks can be scheduled to be agent-specific, or to be routed to any available agent. A convenient drop-down calendar makes it easy for agents to reschedule a call for a specific day and time. Noble also supports the automatic rescheduling of outbound calls for a later callback time. The same is true for uncompleted calls, such as busies, answering machines, and no answers. Callbacks are placed into the outbound call queue and are time-specific callbacks are given priority at the appropriate time.
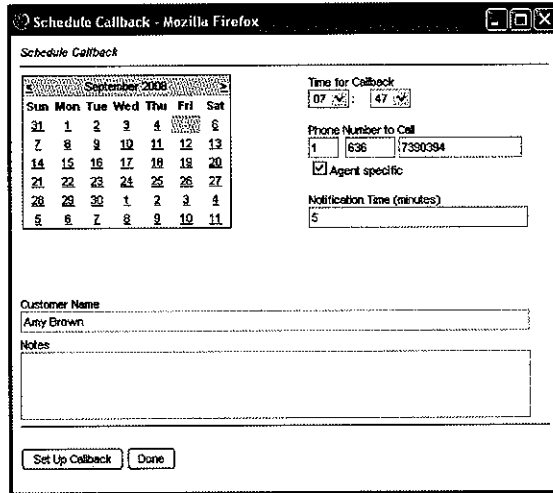

Noble provides an appointment setting tool for campaigns. This feature allows agents to set multiple schedules for a single campaign, and further flexibility in the ability to access multiple schedules during multiple campaigns. Noble advanced appointment setting features allow you to setup multiple offices and to define the setting of appointments by sequential or split-shift schedules, and to assign the scheduling parameters to each individual office. Calling lists can be split by postal code to ensure that appointments are assigned to the correct office. The graphical interface allows appointments to be set by selecting a date and time on a calendar for an easy-to-use agent tool.
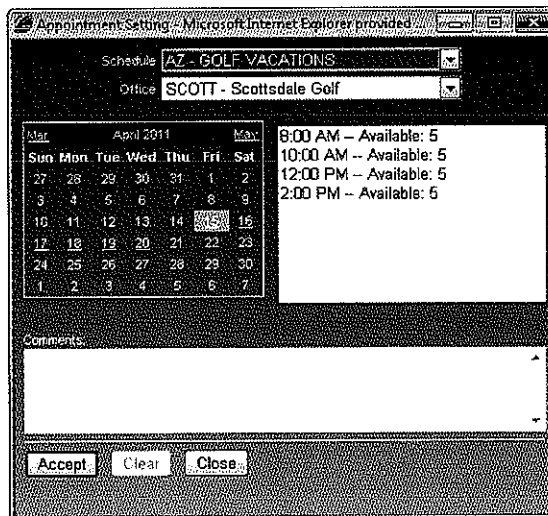
3.3.9.   List & Campaign Management -Load filter and assign lists and campaigns in advance so that new programs or lists can begin dialing automatically, without supervisor intervention.

Yes. The *List Scheduling* module inside of the *Maestro* management portal allows the managers to build templates and rules for the scheduling of the work to be performed. Work can be scheduled to start and stop automatically and be rescheduled, or recycled, based on the previous result of the earlier work. You can schedule assignments for a day of the week, a day of the month, or a specific date. At the scheduled time, the system assigns calling lists based on your saved parameters.
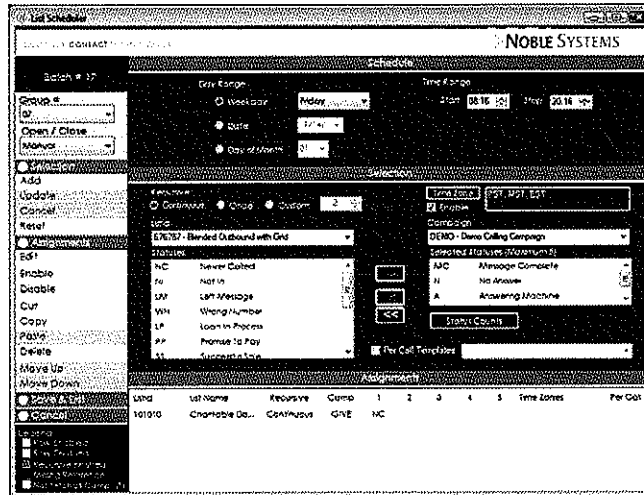
3.3.10. Expanded Features for Call Management -Conference calls, internal and external transfers, PBX integration for call blending and remote agents.

Yes. Noble supports three types of call transfers: 1) Agent to Agent Voice/Data Transfer (transfer call from another agent with voice and data); 2) Agent to Group Voice/Data Transfer (transfer call to another group of agents both voice and data; if this group is currently in an 'ACD calls holding' situation, the call can be released to that group's hold queue); and 3) External Call Voice Transfer (transfer a call external to the system; this can tie up two trunks, or if the telephone system permits, can engage a Flash Hook transfer back over the same trunk). Internal transfers are performed manually by a pulldown menu on the agent's screen, or automatically based on the application. Agents can make 'supervised transfers' with an option for the customer to not be put on hold during the transfer. This helps to reduce the number of hang-ups during transfer. If desired, the caller can be put on hold to hear a message or music during a supervised transfer. Agents may also transfer a customer externally, to someone not on the dialer or to an external location, also in the supervised mode.
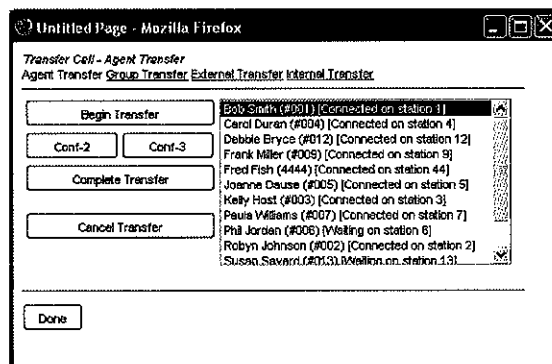
Noble also includes features to conference multiple parties. The original agent can stay on the line throughout the call or be released.

The Noble solution is designed to allow companies to manage true 'blended call' environments, where assigned agents may receive not only both inbound and outbound calls, as well as call transfers, based on availability and service parameters. In our blended environment, agents are not required to log-on or log-off of programs. Our 'smart system' optimizes phone resources by allocating trunks to inbound/outbound applications as needed to meet calling levels. All data gathered from blended contacts is recorded to the database in real-time with on-line transaction processing. Noble offers an integrated dialer and ACD as part of our unified platform that supports blended agents. For CTI Blending in an environment with an external PBX, Noble can integrate with the third-party equipment using the *Noble CTI BAG (Blended Agent Gateway)*.

3.3.11. During an outbound call, if an agent is not available the system plays specific hold messages when someone answers the phone.

Yes. Noble supports the use of on-hold messaging for outbound calls. Specific hold messages can be assigned by campaign to play in the event that an agent is not immediately available. Messages can be assigned and played based on campaign, list, DNIS, record attribute, etc. In addition, Noble can record and play bridge announcements for individual agents that can serve as a greeting when connecting the customer to an agent, which can also 'buy' a few more seconds to allow the agent to take the call.

3.3.12. Must prevent dialing beyond agent capacity.

Yes. Noble's call pacing options allow you to manage outbound calling so that the system does not dial beyond agent capacity. Managers can view real-time statistics and can modify pacing methods while a campaign is active. Changes take effect immediately for in-production programs, without requiring system downtime or forcing agents to pause or log-off.

3.3.13. Allow an agent to lengthen the time needed to complete a call beyond their average talk time due to extenuating circumstances that may arise during the call. The system shall warn the agent that they are approaching their average talk time.

Yes. Managers can set thresholds for talk time and agents can receive an on-screen notification when they are approaching the limit. Noble Systems can customize an 'Extend key' very easily through the Noble OCX client to allow agents to extend or lengthen their call.

3.3.14. Allow allocating calls to agents based on states geographical regions. (See Attachment A)

Yes. Noble supports filtering of call lists for dialing assignments. Lists can be filtered by region and assigned to specific groups based on the region.

3.4 ACO -Switch PBX/Interface

The quoted system must rneet and provide the following functionality and specifications.

3.4.1. The quoted system must integrate with existing Toshiba CIX with DKT 2020SD telephone sets and CISCO environment.

Yes. Noble's open design and ODBC standards support integration with most available telephone sets and environments. We have worked with numerous hardware environments, including Cisco.

3.4.2. Agents may be logged into and out of the ACD.

Yes. Agents can be logged in or out of the ACD. However, with our blending features, agents can receive inbound and outbound calls while remaining logged in to both the ACD and the dialer to increase productivity in an integrated environment.

3.4.3. Lines on quoted system must allow configuration for both inbound/outbound calls.

Yes. Another differentiator of our blended station option is that Noble can support true call blending on bi-directional lines on a T1. This allows you to 'trunk in' the appropriate number of lines per station that you need (usually 2:1) without setting additional lines for inbound and outbound.

3.4.4. Allow agents to have Direct Inward Dialing (DID) capabilities.

Yes. Calls are routed to the correct agent using a combination of IVR and skills-based routing. Calls can be directed to an individual voice mail when the agent is not available.

3 .5 Call Blending

The quoted system must meet and provide the following functionality and specifications.

3.5.1. Allow Dynamic Routing, Priority Queuing, and Blended Agents -Intelligent routing rules allow user to define skills and set priorities, manage call overflows, and support call blending.

Yes. Noble's inbound component is delivered with an integrated switch component that gives you all the functionality of a stand-alone PBX. The system performs ring detection, checking for ANI and DNIS, to identify the number dialed and the number dialed from to route the call to the correct agent, with an appropriate screen pop. Extensive logical call control management provides flexible manual or automated switching and digital on-hold messaging, with different messages available based on the DNIS. The system identifies callers, retrieves relevant data, performs skills based routing, tracks, logs and reports information, and allows intelligent overflow to send calls to another group or center if needed. In addition, another inbound element of Noble is a robust IVR that rivals state-of-the-art, stand-alone IVR systems.

Priority levels can be assigned based on service level goals. Noble supports skills-based routing, where agents may be assigned an unlimited number of skills - and related skill proficiency levels. Specialized routing rules may also be configured using IVR/ACD scripts for inbound calls that can be designated custom routing rules. The system is designed to allow companies to manage true 'blended call' environments with a universal queue, where assigned agents may receive both inbound and outbound calls from the dialer based on availability and service parameters without requiring them to log-on or log-off of programs.

Routing rules are implemented by the ACD during production and are defined during campaign setup in the Management Suite. Managers can make changes or apply new business rules to call routing for active campaigns. Campaign modifications are implemented immediately, without requiring system downtime or forcing agents to pause or log-off.

3.5.2.   Allow agents to simultaneously make outbound calls and receive inbound calls without having to log off the system.

Yes. The system is designed to allow companies to manage true 'blended call' environments with a universal queue, where assigned agents may receive both inbound and outbound calls from the dialer based on availability and service parameters without requiring them to log-on or log-off of programs.

3.5.3.   On Inbound / Blend jobs, system provides ANI and presents it to the dialer in a "reverse cut and paste scenario".

Yes. Noble automatically captures ANI on every inbound call. This can be presented 'as-is' to the agent or additional processing can be implemented to allow for automatic screen-pops to external systems.

3.5.4.   The blended agent desktop must have the ability to integrate with existing applications and GUI to provide maximum call handling.

Yes. Noble can integrate with existing applications to pull customer information and can launch the third-party software and pull the appropriate customer record using ANI detection or information entered vi the keypad. This eliminates manual look-ups by agents and allows them to work directly within the third-party package to update customer information before returning the Noble desktop to complete the call.

3.5.5.   Provide a Computer Telephony Integration (CTI) based blended solution.

Yes. Our integrated hardware and software platform features a completely open design, providing extensive integration and data exchange options, as well as compatibility with existing systems. The solution is built to meet or exceed all open standards and includes several ODBC (Open Database Connectivity) drivers & APIs for integration. Noble helps protect your infrastructure investment by fitting into your existing operating environment, rather than requiring you to change your business processes. In addition to built-in CTI capabilities for our unified Noble blended environments, the system can integrate with external switches for multi-site networking and legacy system support. Our CTI tools can be used to blend agents from outbound duties to the Noble ACD or to another system's ACD for inbound duties and supports seamless interfaces with other CTI applications.

3.5.6.   Show real-time stats for inbound queues, outbound lists, and combined (blended) operations.

Yes. Noble provides multiple options for the supervisors to view real-time information for calls in queue. The *Control Panel* allows you to manage groups and calling lists with the *Groups Grid* (view and manage groups in the system) and the *Current List Assignments Queue* (see calling list assignments for a single group or queue). The *Dashboard* displays real-time group statistics. You can view statistics for all groups in a table, and view a chart comparing group statistics for a single table column.
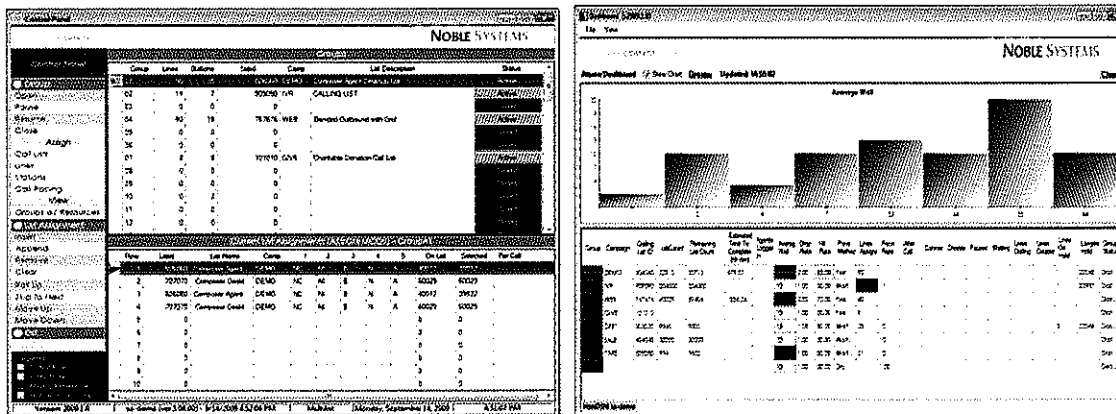
3.6 Interactive Voice Response

The quoted system must meet and provide the following functionality and specifications.

3.6.1. Provide an integrated IVR used for both inbound and outbound programs.

Yes. Noble offers built-in *Noble IVR (Interactive Voice Response)* functionality. The IVR function within Noble is scalable, easy to set up and customize, and offers a number of standard reports. The array of capabilities and advantages offered by this added feature rival stand-alone, third party IVR systems.

The basic Noble IVR functionality performs touch-tone routing (phone tree routing), which can be linked to agent skill based routing, DNIS routing and call overflow routing. The expanded IVR features the ability to replay or 'speak' numbers, money amounts, dates, times etc. It can integrate with an offsite mainframe and with our payment processing option in order to provide automated billing and payment services.

The IVR can be used as both an inbound and an outbound feature. Every licensed line has integrated IVR functionality. Automated messaging through IVR makes it possible to play campaign-specific messages. For inbound campaigns, IVR menus may front agents, giving customers the opportunity to select from a list of options, including the option to be transferred to another IVR path for individual account information. An example in an outbound environment would be to have the system play an automated message when the customer answers the phone, and then offer a menu that allows the customer to choose to speak with a live representative or enter an account number to receive personalized account information. The IVR solution can also be used with our *Text to speech* tools to deliver personalized services.

3.6.2. Outbound IVR have the same functionality and features as the Predictive Dialer.

Yes. As a part of the unified solution platform, Noble's IVR works in conjunction with the integrated dialer, providing full outbound functionality for outbound IVR campaigns.

3.6.3. Provide a graphical user interface.

Yes. Noble offers a graphical interface for application development with point-and-click functionality for ease-of-use. Managers can create intricate IVR flows, launch menus, make recordings, setup automated messages and external call transfers, and define help tables without the need for complex programming or technical knowledge. The on-screen view displays the IVR flow in a user-friendly flowchart.
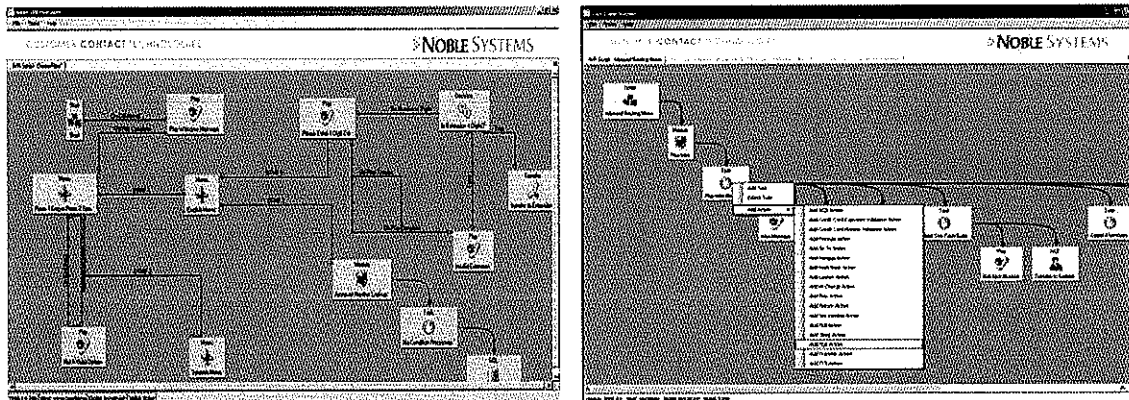
3.6.4. Provide user level building of IVR flows, standard IVR prompts; allow prompt text to be created for greetings, closings and attention retainers, and on-hold messages to be played.

Yes. The graphical *IVR Manager* is intuitive. Assembling menus and routing calls can be done by Call Center Supervisors and does not require programmer intervention. Most IVR programs can be created with ease using the on-screen flowchart interface. An option to copy existing scripts and modify them makes IVR flow building even easier. *(Certain IVR functions may require a 4GL program to gather information from the Noble database. This would require a 4GL program. Optionally, this service may be purchased directly from Noble Systems. The IVR platform also allows connectivity to external data sources using standard APIs.)*

Noble does deliver some standard prompts with the IVR system, such as specifying digits pressed, numbers, money, and times based on VOX file sets. We also provide a toolbox for creating custom prompts to support your specific needs for the client's activities. Prompt text may be created in two ways. One way is to provide predefined VOX files that are used for these standard greetings. Recording of these standard greetings may be completed using a standard telephone and the Noble platform, or professionally created and added to the system. In addition, personalized greetings may be created using embedded text in the contact record or standard text messages specified in custom database tables using our text to speech component. On-hold messaging can also be used by selecting the message to play within the IVR callflow.

3.6.5. The system must be able to play different message based on the type of call made, person or machine answering the call.

Yes. Messaging and IVR options used can vary based on the campaign being called. The system can also set different messages depending on whether the call is answered by an answering machine or by a live person.

3.7   Web Interactions
The quoted system must meet and provide the following functionality and specifications.

3.7.1. Provide web chat functionality that allows collaboration so agents and customers can simultaneously browse web pages.

Noble Systems does not currently offer built-in web chat or collaboration features. However, we can integrate with most available third-party solutions to support this functionality. We look forward to discussing your needs in this area further to determine the most appropriate solution.

3.7.2. Internet Explorer must be supported.

Yes. Noble supports IE for agent scripting and web callback requests.

3.7.3. If a web chat customer needs software installed to be able to chat with the agent then that software must be provided.

Noble Systems does not currently offer built-in web chat or collaboration features. However, we can integrate with most available third-party solutions to support this functionality. We look forward to discussing your needs in this area further to determine the most appropriate solution.

3.7.4.   While chatting, allow a customer to choose to have the agent call them back.

Noble Systems does not currently offer built-in web chat or collaboration features. However, we can integrate with most available third-party solutions to support this functionality. We look forward to discussing your needs in this area further to determine the most appropriate solution.

Noble does support web callback features, allowing customers to request a callback from a webpage using an online form. Callback requests automatically enter the call queue.

3.7.5.   Allow text to be created such as greetings, closings and attention retainers.

Noble Systems does not currently offer built-in web chat or collaboration features. However, we can integrate with most available third-party solutions to support this functionality. We look forward to discussing your needs in this area further to determine the most appropriate solution.

Noble does support web callback features, creating online forms with custom text to allow customers to request a callback from a webpage.

3.8   Automatic Email Distribution
The quoted system must meet and provide the following functionality and specifications.

3.8.1   Agents have personal email addresses where messages are sent directly to a specific agent.

Yes. The Noble solution supports agent specific email addresses where messages are sent directly to a specific agent.

3.8.2   Support auto reply with pre-determined text, such as a reply email stating the email has been
received and a representative is working on it.

Yes. Auto-responses can be built-in as a feature of the *Noble ERMS* solution through customization. (Note: this has to be supported by the receiving e-mail client software as well.)

3.8.3   Support or provide knowledge base capabilities.

Yes. The agent application can provide a response library. A response library or 'knowledge database' can be used by agents to reply to inquiries. This can be built-in as a feature of the *Noble ERMS* solution through customization.

3.8.4   Support/Generate follow up messages for users.

Yes. The application can provide follow-up messages for users. This can be built-in as a feature of the *Noble ERMS* solution through customization.

3.9   Call Recording

The quoted system must meet and provide the following functionality and specifications.

3.9.1.   Have recording capabilities so that calls can be recorded at any time *(e.g.* middle of a conversation, the entire call) so that the recordings can be stored and later retrieved using multiple search criteria.

Yes. The *Noble Recorder* digital recording system captures audio and video (screens) for centers that require all or a portion of their calls to be recorded and stored. Calls can be recorded at any time during an inbound call or an outbound campaign. The Recorder option can be configured in one of four ways: all calls can be recorded on a system-wide basis; calls can be recorded for only specific campaigns; portions of calls within a campaign can be recorded using the agent script to define recording rules on a screen-by-screen basis; or portions of calls can be recorded by allowing agents to turn recording on or off during a call.

Noble Recorder organizes the files for convenient storage and gives you the ability to retrieve a digitized, high-quality online record within seconds – and archived records within minutes. Files are queried and retrieved by typing in any of the characteristics associated with the call (date, time, disposition code, agent, phone, etc). The optional *Noble VAS (Voice Archive and Consolidation Server)* delivers the ability to store thousands of hours of digital recorded messages for your call center. Single sites with high recording volumes and multiple sites with the need to consolidate files can benefit from greater efficiencies and improved file organization. The VAS utility also offers the option to burn voice files to DVD and to assign files unique IDs for retrieval.

Agents can search for and retrieve recordings quickly and easily using our Recorder solution and the VAS. Recordings are assigned an ID and can be retrieved by typing in the code. On the VAS, recordings can be searched for on a number of criteria, including agent, date, customer name, etc. Agent access to recordings can be controlled via security permissions.

3.9.2.   All storage formats must allow recordings to be emailed or placed on removable storage.

Yes. Call recordings are stored as .vox files on media storage along the associated meta data in a Noble supplied relational database. This information can be archived to DVD or managed on a Noble supplied *Voice Archive Server* or on customer supplied media storage for fast retrieval. The application allows users to play recordings at speed faster than real-time, as well as to fast forward/rewind to different places in the recording. Utilities are included in the recording playback utility to convert the vox format to .wav or .mp3 formats.

3.10   Voice Mail

The quoted system must meet and provide the following functionality and specifications.

3.10.1   Voicemail service for both system and personal use.

Yes. The Noble solution supports voicemail service for system, queues, skills, and campaigns, as well as individual agent voicemail.

3.11   VoIP
The quoted system must meet and provide the following functionality and specifications.

3.11.1. VoIP capability with multiple compression algorithms and standards available and supported.

Noble supports VoIP via *Noble SIPhony*, its native VoIP solution. The system can be configured to support the standard SIP protocols (G.711, G.729 or GSM) and H.323 protocols dynamically. In an environment where Voice Gateways are readily available, the system also can be configured via TDM stations if needed.

Noble® SIPhony is an evolutionary platform for unifying customer communications via a server-based telephony structure. With an IP-ready, total SIP solution that supports traditional TDM or hardware-based telephony, native-IP, and hybrid platforms, Noble makes it easy for organizations to migrate to a SIP environment. SIPhony provides the best of both worlds – seamless point solution integration to existing environments or a stand-alone unified system – to help companies achieve greater performance, improve customer service, and lower the cost of doing business.

3.11.2. Function as a gateway.

Yes. A separate SIP gateway is not required when utilizing the native *Noble VoIP* solution.

3.11.3. Function as a SIP proxy.

Yes. A separate SIP proxy is not required when utilizing the native *Noble VoIP* solution.

3.11.4. Support soft phones.

Yes. Noble supports Softphone features through the agent desktop scripting interface, including tools to perform dialing, disconnecting, holding, transferring, conferencing and other related telephony functions.

3.12   Agent Desktop Features
The quoted system must meet and provide the following functionality and specifications.

3.12.1. Workstation screens and customized scripting to be changed by local administrators.

Yes. The *Noble Composer* is our Agent Desktop environment. Composer unifies the desktop environment, making it easy for agents to access multiple data points in a single user interface. Flexible scripting and workflow features and an intuitive, graphical layout interface make Composer easy to learn and easy to use for both Managers and Agents.

Noble Composer allows contact center managers to build sophisticated agent screens with an easy-to-use, versatile interface for creating agent desktops. Users can create customized scripts and workflows with the flexibility of a graphical desktop design tool, using WYSIWYG (what you see is what you get) tools to build scripts and agent desktops with on-screen layout, drag-and-drop, and point-and-click features; add fields, labels, text, pictures, and buttons; create complex logical branching questions or math functions; and import/export campaigns.

In addition to the powerful scripting engine, Composer features enhanced program launch capabilities for direct access to third-party applications from the agent desktop – launching external software, databases, or web pages, building look-up tables and lists, and creating screen pops can be done quickly and easily. With our *Mimic* tools, Composer allows you to create a unified agent desktop, including optional 3270/5250/VT100 emulation. Custom dlls and executables, OCX and .Net development environments are also available to support a variety of custom scripting needs. Noble also supports browser-based scripts and workflows with *Noble Composer Web* and the *Composer Web SDK* toolkit.
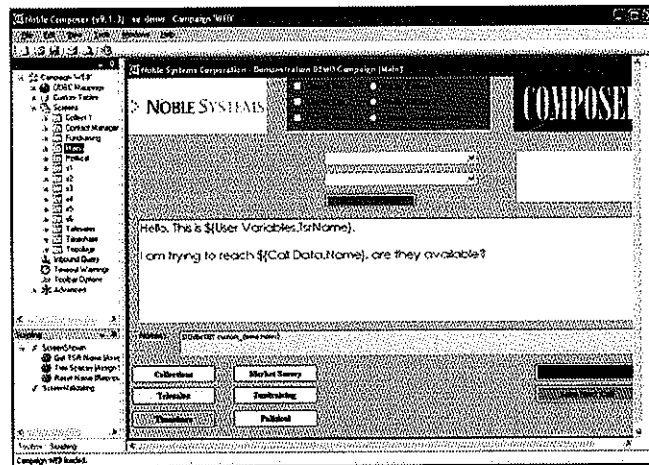
3.12.2. Branch scripting must be available.

Yes. *Noble Composer* supports logical branching as a standard feature in agent workflows.

3.12.3. Support simultaneous host sessions from each agent workstation.

Yes. Noble allows integration with third-party applications and can pull information from multiple systems during a call and push it to the agent desktop.

3.12.4. Interface with host systems. Examples -terminal emulation, HILAPPI, etc.

Yes. One of Noble's key advantages is the solution's flexibility for integration with existing systems. The Noble solution is designed as an extremely customizable system capable of meeting our clients' needs through user-definable, application-specific parameters. The platform's open architecture provides the ability to integrate with any ODBC system or program. Our programmers use a variety of tools to work with existing systems, including DDE, OCX, Active X, NFS, Mainframe Integration and Screen Scraping. Noble Systems works with our clients to determine the best method of integration.

3.12.5. Support remote workstations.

Yes. Noble supports Remote Agents, allowing centers to utilize 'work-from-home' or 'telecommuting' scenarios for agents. The agent is virtually placed within the call center environment and is treated just the same as any agent connected to the Noble platform, with all of the features and functionality of an agent sitting in the call center, including supervisor monitoring, reporting, etc. The Noble solution provides remote agents with a screen pop from the built-in database, or using *Composer, Composer Web,* or native OCX and DLL application interfaces for custom agent applications. From a management standpoint, the manager may view agent activity regardless of whether the agent is local in the call center or remote in the field.

3.12.6. Agents given a unique user name and pass code.

Yes. All employees – including administrators, managers, supervisors, and agents – receive an individual log-in/password combination for system identification. Security can then be set as applicable to the user's position, such as agent, supervisor, manager, administrator, etc. With multiple levels of security, sensitive customer data is protected down to the field level. Access to each level is determined by the security access assigned to individual users.

3.12.7. Agent ability to transfer and set up conference calls.

Yes. Noble supports agent transfers. Internal transfers are performed manually by a pulldown menu on the agent's screen, or automatically based on the application. Noble also includes features to conference multiple parties. The original agent can stay on the line throughout the call or be released. (For more information on these features, see item 3.3.10 above).

3.12.8. Agent notification of an incoming call.

Yes. Agents are notified of an incoming call via their agent desktop. The appropriate desktop screen is pushed to their station, including the script and any relevant screen pop information, putting the information they will need to manage the call at their fingertips. At the audio level a beep is also played to the agent upon delivery of a call. Since music can be played to the agents while waiting for calls the absence of the music also indicates the delivery of a call.

3.12.9. After a call, agents shall be placed in wrap-up time that is programmable.

With Noble, agent states are tracked automatically. The system 'senses' when either the agent or the customer has terminated the call, and changes the agent's status from 'connect' to 'after-call work'. They remain in after-call work until the call is dispositioned with a close-out code. All status changes, times in each status and deviations from supervisory standards are tracked, displayed and flagged for supervisors. The agent can be prompted to enter a termination/disposition code before he or she is able to accept or make another call. Managers can set user-defined limits for each phase of the call, and agents can be notified when they approach the limit for wrap time.

3.2.10 Allow agents to request assistance without leaving their workstations.

Yes. An on-screen 'help' button can also be included in workflows to allow agents to request assistance with a call without leaving their stations. Alternately, the agent can begin a 'chat' session with the manager to request assistance using the *Noble Chat* feature.

3.2.11 Agent's time can be tracked and categorized by call status (On call, on hold, etc.) that are available within the system.

Noble tracks all agent state statistics. These include: connected (talk), waiting, deassigned (logged in, but not currently assigned to a campaign), paused by agent, paused by manager, and after-call work (wrap). Supervisors can view agents and their states on-screen. Agent performance reporting can show detailed information on how much time agents spend in each state and can be used for payroll purposes.
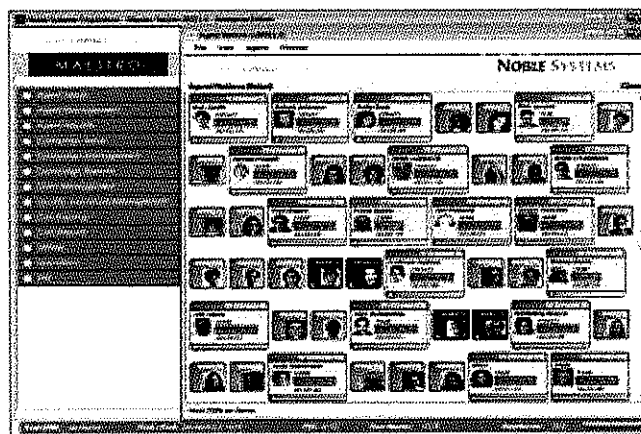
3.2.12   Allow agents to see statistics on their desktop, such as calls in queue.

Yes. *Noble Composer* offers the ability to setup an *Agent Report* as a "between calls screen". When an agent completes a call and is waiting for another, this custom screen can display the agent's statistics. The *'Desktop Televiewer'* also places information directly onto an agent's workstation. Similar to a traditional televiewer or LCD panels, the Desktop Televiewer screen flashes center and program statistics on-screen. Each agent's televiewer, which appears on a small toolbar section of the screen, can be tailored to show their own personal statistics, based on individual their existing log-in IDs assigned.

3.13   Management

The quoted system must meet and provide the following functionality and specifications.

3.13.1. Allow a separate workstation for administrative functions i.e. setting up jobs to be completed from any remote workstation.

Yes. Noble allows any station to be setup as a Manager station to access administrative functions, given the appropriate hardware/software and user permissions. The client may choose to restrict the number of stations that meet these requirements. Noble also support remote administration and manager access.

3.13.2. Provide contact center management so that applications are integrated in a way that it can be managed from a single administrative platform. (I.e. IVR, ACD, Recording, dialer, reporting, etc...).

Yes. The *Noble Maestro* management portal offers a single-point of entry to manage your calling applications, including callflows, IVR, campaign setup, outbound and inbound contacts, queues, lines, monitoring, recording and reports.

3.13.3. System allows each campaign to be controlled separately.

Yes. Noble manages activities by campaign, allowing users to set parameters for each, including hours, routing, messaging, pacing, scripts, lists, etc, so that each campaign can be managed based on the goals and targets for that specific program.

3.13.4. Have a means by which system activity can be set, monitored and controlled automatically in order to meet individual campaign goals and call center objectives.

Yes. Noble allows users to define parameters by campaign to meet individual program goals. With real-time monitoring, thresholds and alerts for exceptions, the system allows managers to view statistics and see real-time results to meet goals.

3.13.5. Provide a means by which call center activities can be monitored and controlled in real-time.

Yes. Noble provides multiple options for the supervisors to view real-time information. The *Agent Stations* feature allows you to view agent activity for station, agent, group and call information and to select agents to monitor live calls. The *Phone Line Monitor* displays real-time information for each phone line in the system. The *Control Panel* allows you to manage groups and calling lists. The *Dashboard* displays real-time group statistics. (See item 3.5.6 for more information.)
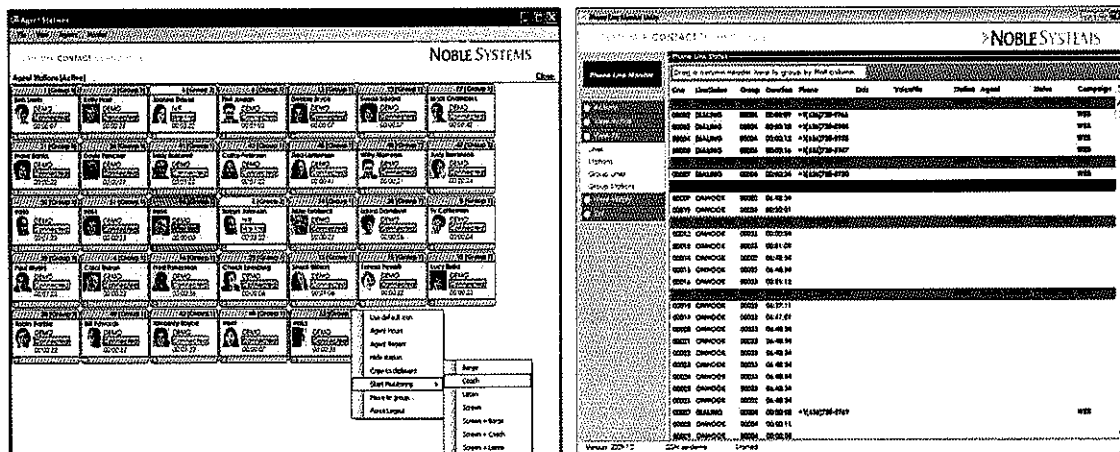
3.13.6. Allow for special call handling during holidays

Yes. Noble allows you to define separate call handling rules for holidays, including custom messaging, routing to other groups or locations, and overriding dialing on outbound campaigns scheduled in advance.

3.13.7. Disposition codes that are user customizable. A minimum of 10 user defined release/termination codes must be able to be made mandatory.

Yes. Disposition codes can be setup as mandatory for a campaign, forcing agents to select a code before moving to the next call. Noble provides standard disposition codes. Standard Disposition Codes include: A – Answering Machine; CB – Call Back; B – Busy; DC – Do Not Call; N – No Answer; SX – Transfer (available if you are using transfers); D – Disconnect; MC – Message Complete; NC – Never Called; MD – Message Dropped; and SP – Skip Preview (available if you are using Preview Dial).

Noble also supports the use of customized disposition codes, with 10 customizable codes and 100 additional sub-codes ('adi-stats') per custom code available. Setting up custom codes and 'adi-stats' is achieved through the Noble management utilities. In addition, users may create an unlimited number of campaign-specific disposition codes using the fields during the creation of a new campaign program.

3.13.8. Audio and visual alerts/alarms that automatically respond to pre-set criteria if the campaign and/or system objectives are not met.

Yes. Noble allows users to set Alerts for a number of user-defined criteria within the system. Supervisors can set Audio, Visual and email alerts through Noble's Alert management module based on individual threshold and media preferences.

3.13.9. System must hold historical data for an unlimited length of time and also allow this data to be used to build a calling campaign.

Yes. The Noble solution can effectively store up to 180 days of historical information while maintaining performance. Data can be archived periodically for historical purposes. For more long-term storage and online access, we recommend our optional *Noble RAS (Report Archive and Consolidation Server)* which will store your data for several years. This historical data is accessible and maybe utilized to create campaigns based upon previous result codes, etc.

3.14   Monitoring / QA
The quoted system must meet and provide the following functionality and specifications.

3.14.1. Silent, coach and barge-in/conference monitoring.

Yes. Noble supports full monitoring of both employee voice and employee screens for all agents, whether they are located in the center or at a remote location.

Noble supports three modes of agent monitoring:

>   Listen – Agent and Customer do not hear Supervisor
>   Coach – Agent can hear the Supervisor for advice during a call; Customer cannot hear the
>   instructions
>   Barge – Both the Agent and the Customer can hear the Supervisor; Supervisor can take over the
>   call, as necessary

Locally, agents can be monitored directly from a Manager's Station, with side-by-side monitoring, or from anywhere on the floor via a remote handset. With *Noble Station Mirroring*® supervisors see what the agents see, keystroke for keystroke.

Managers can select agent monitoring modes from the *Agent Stations View* by right-clicking on any agent icon and choosing from a menu of options. Managers can also monitor agents remotely via direct access to the agent's call, connecting through the dialer. This method improves the sound and quality of the monitoring session by eliminating the use of 'bridges' that are commonly found in remote monitoring. Remote visual access is achieved via either a modem or remote network connection.

3.14.2. Allow supervisors to record interactions for QA purposes.

Yes. The *Noble Recorder* solution records voice interactions and screen captures. Using our Quality Assurance module, the QA agent can see the application screen interaction and the data recorded during the call, as well as listen to the recording of the call. The recordings are fed to the QA agents automatically and in high speed.

3.14.3. Provide real-time statistics per agent, group and service available for the supervisor.

Yes. Noble provides multiple options for the supervisors to view real-time information. The *Agent Stations* feature allows you to view agent activity for station, agent, group and call information. The *Phone Line Monitor* displays real-time information for each phone line in the system. The *Control Panel* allows you to manage groups and calling lists with the *Groups Grid* and the *Current List Assignments Queue*. The *Dashboard* displays real-time group statistics. (See items 3.5.6 and 3.13.5 for more information.)

3.14.4. Ability to interpret how many agents are signed on to the system so the system can determine the ratio of calls.

Yes. Noble recognizes agents when they log-in with their unique ID/password combination, regardless of where they are located within the center or remote locations. As they log-in, the system makes them available for the campaigns to which they are assigned. The system then dynamically controls dialing and the ratio of calls based on changing agent availability and the selected pacing methods.

3.14.5. Allow remote monitoring.

Yes. Managers can monitor agents remotely via direct access to the agent's call, connecting through the dialer. This method improves the sound and quality of the monitoring session by eliminating the use of 'bridges' that are commonly found in remote monitoring. Remote visual access is achieved via either a modem or remote network connection.

3.15   Reporting
The quoted system must meet and provide the following functionality and specifications.

3.15.1. Provide historical reports and real-time reports.

Yes. *Noble Maestro* provides reporting for both real-time statistics and historical data. Unlike some solutions, Noble does not require you to archive information or move it off of the system. All historical data can be stored on-line for quick and easy access. The *Noble RAS* offers additional long-term storage for reporting data.

3.15.2. Provide a report wizard.

Yes. The *Noble Maestro* module is the intuitive reporting option for Noble which offers query-building tools for custom reporting so that non-technical users can create and run queries.

3.15.3. Call Detail Records that can be exported for reporting purposes and allow for scheduled export of those reports.

Yes. Noble makes Call Detail Records available for export into report formats. For example, Noble currently has long distance companies as clients that use Noble for their customer billing. The system tracks all calls and dial attempts, call dispositions, call dates and times, agents who handled the call, and the trunks used. All call events, including rings, off-hook, voice detection, etc., are tracked in one-hundredths of a second -- a standard that is unmatched in the industry.

3.15.4. Allow individual reporting of answer machines, modems, faxes, each type of SIT tone, telephone screening devices, and cell phones separately as well as grouped into one category.

Yes. Noble tracks all call results and disposition codes and reports and can report on them separately by agent, campaign, list, etc. Reports can be printed in hard copy and saved to soft copy. For more information on reports, including samples, see *Attachment: Noble Management & Report Overview.*

3.15.5. The system must have the capability to report on calls attempted, calls completed, elapsed time per call and per workday.

Yes. The system tracks all calls and dial attempts, including call dispositions, call dates and times, call lengths, etc, and can report on this by time period.

3.15.6. The system must have the capability to report on calls that do not result in a customer speaking to a live agent.

Yes. This is standard reporting within the system.

3.15.7. The system must have the capability of formatting or adding new report formats in the future.

Yes. This is a standard feature of the system with our custom report and ad-hoc query support.

3.15.8. The system must have the capability to generate standard notices and parameter based reports.

Yes. Noble can generate scheduled reports using the *Report Scheduler* utility. The Report Scheduler allows tasks to be set for specified times and intervals. Reports can be scheduled by day of the week and time of day on a once-only or recurring basis. Results from scheduled reports can be printed or emailed when the report runs.

3.16   Integration Application / Development
The quoted system must meet and provide the following functionality and specifications.

3.16.1.   Be capable of integration with Customer Relationship Management (CRM) and Enterprise Resource Planning (ERP).

Yes. The flexibility of the Noble solution is one of our primary strengths. Noble Systems has installed the Noble solution to integrate with a number of platforms, including Microsoft, Linux, Unix, AS400, VACS, IBM, SNA, and other O/S architectures. We have worked with hardware environments including Cisco, HP, Wyse, DEC, IBM, Siemens, and Intel. Our experience integrating with software applications for CRM includes Clarify, Clientele, Siebel, Goldmine, JAVA, ACT, Vantive, Microsoft .NET, proprietary databases, collections systems (CollectOne, CUBS, DebtMaster, DebtNet, FACS, Hubbard, IBS, Latitude, proprietary systems, and more), and other legacy solutions.

The platform's open architecture provides the ability to integrate with any ODBC system or program. Our programmers use a variety of tools to work with existing systems, including DDE, OCX, Active X, NFS, Mainframe Integration and Screen Scraping. Noble Systems works with our clients to determine the best method of integration.

3.16.2.   Integration with CENTS (Mainframe-Blue zone) (Upload files directly into the system daily, weekly, monthly through a batch process).

Yes. The platform's open architecture provides the ability to integrate with any ODBC system or program and can support batch processing and real-time feeds. Our programmers use a variety of tools to work with existing systems, including DDE, OCX, Active X, NFS, Mainframe Integration and Screen Scraping. Noble Systems works with our clients to determine the best method of integration.

3.17   System Security
The quoted system must meet and provide the following functionality and specifications.

3.17.1.   User names and passwords are required for all access levels.

Yes. Noble offers complete system security for calling applications. With multiple levels of security, sensitive customer data is protected down to the field level. All employees – including administrators, managers, supervisors, and agents – receive an individual log-in/password combination for system identification. Security can then be set as applicable to the user's position, such as agent, supervisor, manager, administrator, etc. Access to each level is determined by the security access assigned to individual users.

Noble offers protection with the following tiers of access: Level 0: No access; Level 1: View only – Agent access; Level 2: L1 + Script Modification; Level 3: L2 + Field Modification; Level 4: L3 + Campaign Modification; and Level 5: L4 + Security Administration (add/delete users). To maintain list integrity, each list is assigned a unique List ID number that is used to assign it to a campaign. Each campaign has a unique Campaign Code.

In addition, the system is protected through security features inherent to Noble's Linux-based platform. For example, the log-in to the system will be secure. The system must first log-in on the VPN. Log-in attempts will be captured. Then using secure Shell the Agent must log into the Linux Platform. Only then will the agent be able to sign into the Agent desktop for database access. The database 4js server will only be active after a secured Linux Log-in has been recognized.

Additional security options for password management, encryption and more are available with our *Noble Secure* and *Noble PCI* options.

3.17.2. Allow different profiles to be created for agents, supervisors and managers.

Yes. Security levels are administered by system managers. Each user is assigned a unique log-in ID/password combination, and access permissions are defined on an individual user basis. At the supervisor level, the _Manager Access Wizard_ allows for complete control of manager access to system tools and functions.
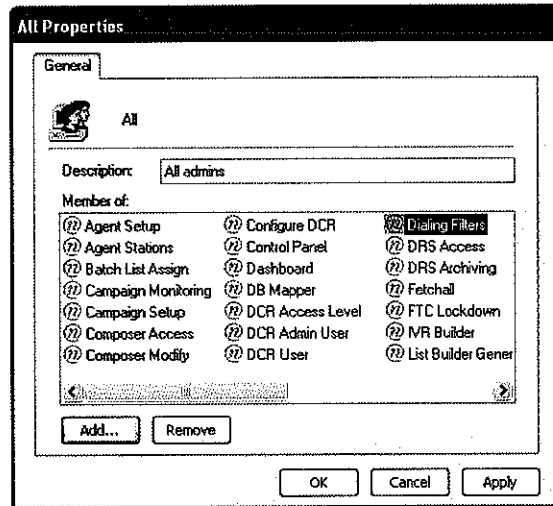
3.17.3. Administrative profiles and the associated security.

Noble offers complete system security for calling applications. With multiple levels of security, sensitive customer data is protected down to the field level. All employees – including administrators, managers, supervisors, and agents – receive an individual log-in/password combination for system identification. Security can then be set as applicable to the user's position, such as agent, supervisor, manager, administrator, etc. Access to each level is determined by the security access assigned to individual users. At the supervisor level, the _Manager Access Wizard_ allows for complete control of manager access to system tools and functions.

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3.17.4. Reports on multiple invalid login attempts.

Yes. Users can take advantage of Linux's audit trail tracking. Log-in attempts and activities are tracked on a user-by-user basis for complete detail reporting.

3.18   Documentation

3.18.1. The successful vendor must provide all necessary documentation to fully operate the system. This includes but is not limited to all aspects of end user operations, system administration, statistical reporting and security administration. Documentation must include an index.

Yes. Noble Systems provides the necessary User and System Manuals with the purchase of the Noble solution, as well as any appropriate documentation with updates, new releases, and custom programming (this additional documentation may be provided electronically via email or web download). All documentation for system administration includes standard content and indexing conventions, as appropriate to the specific document, and will follow Noble's corporate standards for documentation.

3.18.2. Documentation shall be on-line or on CD. The successful vendor must provide a list of documentation that will be supplied.

Yes. Noble Systems provides the necessary User Manuals on CD with the purchase of the Noble solution, as well as any appropriate documentation with updates, new releases, and custom programming (this additional documentation may be provided electronically via email or web download). Users can make as many hard copies of the documentation as is necessary for their organization, and can also load the manuals onto agent and manager stations for easy access. A complete list of the documentation to be delivered will be determined upon selection of the solution and a description can be included in the Functional Design Specification (FDS) document which will serve as the scope of work.

3.19   Training

3.19.1. The successful vendor must provide on-site technical training for use and maintenance of the solution and interfaces.

Yes. Noble Systems' training programs are designed to help you make the most out of your investment in our technology. Our training curriculum enhances the system's ease-of-use features and integration with the existing operating environment. The goal of the Noble Care® Training team is to make our clients self-sufficient to manage their Noble solution.

Noble Systems offers both a combination of On-site and Classroom training sessions for basic and advanced system training. Remote training using state of the art web tools is available for on-going education. All classes offer a curriculum format based on lecture, hands-on exercises and follow-up testing to maximize the effectiveness of the training.

The core curriculum for the Noble solution includes basic training on the Management and Scripting components for system administration and application development. The initial Management training will take place on-site following installation. Scripting training is conducted at our corporate training facility located in Atlanta, Georgia. The core training program is designed to certify your employees to manage the Noble solution within your contact center environment.

A typical Noble installation includes Manager Training with 3 to 5 days of onsite basic training, followed by a 2 to 3 day Scripting training class at the Noble Systems corporate office. Additional training is available, as needed. Noble Systems generally utilizes a Train-the-Trainer approach, in which the Noble Trainer trains the client manager or training staff, after which the client delivers end-user and agent training. The Noble solution provides an easy-to-use desktop environment that makes it easy for agents to learn how to use and navigate the system. Agent training can typically be done in a couple of hours.

The requirements for training vary with the complexity and customization of each client's system. Your Project Manager and designated Trainer will work with you to determine which courses and pricing options provide the best-fit for your organization and your solution.

3.19.2. The training will be for 100 user agents and 5 system administrators. Training must include all technical and user manuals for all administrator and user functions. All user agents training must be on site at 112 California Ave Charleston, WV. Expanded administrator training at vendor locations should be listed and will be at the discretion of the State.

The core curriculum for the Noble solution includes basic training on the Management and Scripting components for system administration and application development. The initial Management training will take place on-site following installation. Scripting training is conducted at our corporate training facility located in Atlanta, Georgia. The core training program is designed to certify your employees to manage the Noble solution within your contact center environment.

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In addition to the basic core curriculum, Noble Systems offers advanced training for 'Super Users' and Technical users to promote an enhanced knowledge and understanding of the system configuration and programming. A complete course catalog can be provided upon request and system purchase. Advanced training courses are billed at a daily rate.

A specific training plan, including any customized classes to be delivered and their locations will be determined during the planning phase and will be included in the final purchase addendum and in the Functional Design Specification (FDS) document which will serve as the scope of work.

Noble Systems will provide all relevant user documentation required for review in advance of the scheduled training classes.

Note: Noble Systems represents that, to the best of its knowledge, the responses and statements provided are accurate at the time of this proposal; however, product details and support/project information are subject to change. Some functionality detailed may include products or services not included in the proposal. Final agreement to policies, procedures, standards, terms and conditions will be reached during contract negotiations and will be detailed in an agreement between the parties.

IV. PURCHASING AFFIDAVIT

RFQ No. _WWV 11872_

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:
"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (**West Virginia Code** §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: __Noble Systems Corporation__

Authorized Signature: _____ Date: __06/28/2011__

State of __Georgia__

County of __Dekalb__, to-wit:

Taken, subscribed, and sworn to before me this __28th__ day of ~~December~~ _June_, 20 _11_.

My Commission expires __July 9__, 20 _14_.

NOTARY PUBLIC _____

AFFIX SEAL HERE

Purchasing Affidavit (Revised 12/15/09)
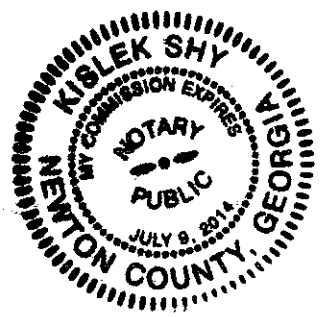
V. Pre-bid Meeting Sign-in Form

SIGN IN SHEET

Request for Proposal No. _____

Page _____ of _____

Date: _____

PLEASE PRINT

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: *Mobile Systems Corporation*	*465/Rebhorn Dunsmore*	PHONE 404-851-5151
Rep: *Gerry Gilmore*	*Rd. Ste. 600*	TOLL FREE *888 BUDGLER*
Email Address: *gerry@mobilesys.com*	*Atlanta Ga. 30319*	FAX 404-851-5121
Company: *Pomeroy*	*401B Washington Street, East*	PHONE 304-746-4434
Rep: *Brian Jeffrey*	*Charleston WV 05315*	TOLL FREE 800-227-8778
Email Address: *Brian_Jeffrey@pomeroy.com*		FAX 304-746-4434
Company:		PHONE TOLL FREE
Rep:		
Email Address:		FAX
Company:		PHONE TOLL FREE
Rep:		
Email Address:		FAX
Company:		PHONE TOLL FREE
Rep:		
Email Address:		FAX

Appendix. NSC Standard Contract (sample)

**NOBLE SYSTEMS CORPORATION
COMPOSITE AGREEMENT**

This Composite Agreement (this "Agreement") is entered into as of the ___ day of _____, 20___, by and between **Noble Systems Corporation** ("Noble Systems"), a Georgia corporation located at 4151 Ashford Dunwoody Road, Suite 600, Atlanta, Georgia 30319 and _____ _____ ("Customer") a _____ corporation located at _____.

RECITALS:

Customer desires (i) to acquire a Noble Systems' Technology Solution, including (A) the Hardware (as defined below and listed on the Addenda hereto) and (B) a license to operate certain Software (as defined below and listed on the Addenda hereto) in connection with the Hardware, and (ii) to enter into an agreement with Noble Systems to maintain such Hardware and Software. The parties are willing to enter into such arrangements pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the parties hereto agree as follows:

ARTICLE I - ACQUISITION AND INSTALLATION OF THE SYSTEM; PURCHASE OF SYSTEM SUPPORT.

A.   ACQUISITION OF THE SYSTEM   Noble Systems hereby sells and licenses to Customer, and Customer hereby purchases, acquires and licenses from Noble Systems, a "Noble Systems Technology Solution" (the "System"), which shall consist of the Hardware and Software listed in the Addenda to this Agreement. Customer shall pay Noble Systems the amounts and at the times set forth in any such Addenda. If Customer elects to lease the System, Noble Systems must, on or before the completion of installation, be paid in full for the System by Customer and/or leasing company.

1.   The Hardware is sold to Customer pursuant to the terms set forth in Article II hereof, and, so long as Customer pays for Hardware Support at the price provided in the Addenda, the Hardware will be supported pursuant to Article III hereof.

2.   The Software is licensed to Customer pursuant to the terms set forth in Article IV hereof, and, so long as Customer pays for Software Support at the price provided in the Addenda, the Software will be supported pursuant to Article V hereof.

3.   The Software has been created to perform the specific tasks set forth in the User Manuals. After execution of this Agreement, Customer and Noble Systems will develop Functional Design Specifications to enable the Software to be integrated to Customer's requirements. Upon reaching mutual agreement as to such Functional Design Specifications the parties will execute an instrument confirming the Functional Design Specifications and making the Functional Design Specifications a part of this Agreement.

B.   PURCHASE OF SUPPORT   Customer agrees to purchase from Noble Systems the Hardware Support, Software Support, Updates and related items identified on the Addenda hereto. Further, Customer agrees to pay for the professional services, installation costs, Travel Expenses and other items described in this Agreement or in any Addendum hereto.

C.   INSTALLATION, SITE PREPARATION, ETC.

1.   The System shall be installed and located only at the location(s) specifically set forth in the Addenda hereto (the "Site" or "Sites"). Customer will prepare each Site for installation of the System prior to the initial installation date set forth in the applicable Addendum. Such preparation shall include electrical work, furniture, telephone circuits, including T-1s (if applicable), and any other site-specific requirements. Installation will not proceed until the Site has power, the phone system is operational and Customer shall have provided Noble Systems with access to Customer's telephone lines. If, on the initial installation date, the Site is unprepared and Noble Systems' installation engineers are required either to remain at the site for additional days or to return to complete the installation, Customer agrees to pay Noble Systems at the then-prevailing daily rate per engineer, plus any additional Travel Expenses incurred.

2.   Noble Systems will setup, test and configure workstations that are or have been purchased from Noble Systems and are listed in the Addenda hereto. If Customer chooses to provide workstations, Customer shall be responsible for setup, testing and configuring of such workstations prior to the arrival of Noble Systems' personnel. If Noble Systems has to perform set up or configuration on Customer provided workstations, Noble Systems will charge Customer therefore at Noble Systems' then-prevailing labor rates, including, if necessary, any applicable after hours or overtime rates.

3.   A $500.00 re-scheduling fee will be charged each time an installation or training date is re-scheduled at the request of the Customer.

4.   Noble Systems shall not be responsible for Customer's telecommunications services. Noble Systems may, however, at Customer's request and at Noble System's then-current labor rates, provide consulting services relating to Customer's telecommunications needs. In the case of inbound T1 service, Customer shall be responsible for insuring that ANI service or DNIS service is present on the T1 from the carrier. Without DNIS, Noble Systems cannot route calls based on dialed toll free numbers (800, 888, etc.) Without ANI, Noble Systems cannot screen pop accounts at workstations.

5.   All cabling necessary to support the System will be provided by Customer at its sole cost. Any such cabling must meet Noble Systems specifications and be completed by the initial installation date.

6.   Noble Systems does not install or maintain firewall Software on the servers provided by Noble Systems. Accordingly, Customer must have appropriate security measures in place if Customer will have the Hardware connected to a network that is also connected to the Internet. Should Customer fail to provide the necessary Internet security (firewall, etc.) and the System requires maintenance as a result, Noble Systems will bill for such repair at Noble Systems then-current labor rates.

7.   Noble Systems will perform the following installation services during Standard Business Hours:

(a)   Integrate the System as specified in this Agreement, the Functional Design Specifications or any Addenda hereto.

(b)   Install and test the System specified in the applicable Addendum hereto.

Upon the written request of Customer, installations, or portions of installations, may be scheduled to be performed during Non-Standard Business Hours at the then-prevailing labor rates for services performed during Non-Standard Business Hours.

8.   Noble Systems will make every reasonable effort to have the System fully installed and fully operational within 60 days after the last to occur of execution of this Agreement, receipt of the System deposit identified in the applicable Addendum hereto or execution of the Functional Design Specifications.

D.   REIMBURSEMENT FOR TRAVEL EXPENSES All Travel Expenses incurred by Noble Systems personnel will be billed to Customer at actual cost (including associated travel agent and other service fees). The Addenda hereto set forth certain Noble Systems travel policies to which, Noble Systems will generally cause its personnel to adhere. The estimated amount of Travel Expenses necessary for installation and training with respect to the System is set forth on such Addenda and will be due upon Installation. Actual Travel Expenses will be reconciled upon completion of training, at which time a reimbursement check or an invoice for any additional funds owed will be sent by Noble Systems to Customer.

E.   ADDITIONS OR MODIFICATIONS, ETC The parties may from time-to-time agree upon any hardware or software to be added to or deleted from the System. Any such agreement shall be evidenced either by a new Addendum hereto or by an amendment to existing Addenda, and, in any such case, executed by the parties.

F.   RETURNED EQUIPMENT FOR CREDIT OR DISCOUNT With respect to hardware or equipment that, pursuant to any Addendum, is being accepted by Noble Systems for credit or trade-in against the purchase price of the System, Customer warrants that such hardware or equipment is free and clear of all Liens and is in good working condition. In addition, Noble Systems may request documentation demonstrating proof of clear title to such hardware or equipment. Noble Systems reserves the right to reverse any credits or discounts applied to the purchase price if (i) Customer is unable to produce such documentation, (ii) such hardware or equipment is either subject to Liens or is not in good working condition or (iii) Noble Systems does not actually receive possession at a Noble Systems facility of such hardware or equipment within 14 days after Installation.

G.   SECURITY AGREEMENT Customer hereby grants to Noble Systems a security interest in (i) all components of the System, (ii) any additional hardware and software hereafter acquired from Noble Systems and (iii) all cash or non-cash proceeds of the foregoing, including insurance proceeds (all such items are hereinafter referred to as the "Collateral"). The security interest in the Collateral shall secure the payment of all sums due pursuant to this Agreement, any Addenda hereto, and any amendments hereto or thereto, including the System purchase price, license fees, support fees, professional fees, installation fees, training fees and Travel Expenses (hereafter collectively, the "Obligations"). Customer shall execute any financing statements presented by Noble Systems to Customer to protect and perfect such security interest. Customer may not sell or otherwise transfer the Collateral, place or permit to exist any Liens on the Collateral, or move the Collateral to a location other than the Site without the prior written consent of Noble Systems.

ARTICLE II – PURCHASE OF HARDWARE.

A.   SALE OF HARDWARE Noble Systems hereby sells to Customer, and Customer hereby purchases from Noble Systems, the Hardware listed on the Addenda hereto. Such Hardware may include components that have been remanufactured or refurbished.

B.   LIMITED EQUIPMENT WARRANTY.

1.   Noble Systems warrants that, under normal use and service, the Hardware shall be free from defects in material and workmanship for a period of 30 days after delivery to the Customer (the "Hardware Warranty Period"). The foregoing warranty shall not apply to consumables or portions of the Hardware which are expendable by their nature.

2.　　If the Hardware shall fail to perform as warranted in the preceding paragraph and if Customer provides written notice thereof during the Hardware Warranty Period, Noble Systems will cure such failure either by repairing or replacing the Hardware.

3.　　Notwithstanding the foregoing:

(a)　　Noble Systems shall not be liable for any warranty with respect to the Hardware if: (i) modifications have been made to the Hardware by any Person other than Noble Systems; (ii) attachments, features or devices have been installed on or with the Hardware that were not supplied by Noble Systems or approved in writing by Noble Systems before installation; (iii) any version of the Software other than the current version of the Software available from Noble Systems is used on the Hardware; or (iv) the Hardware failure is caused by accident, improper use, abuse or acts of God.

(b)　　EXCEPT AND TO THE EXTENT EXPRESSLY PROVIDED IN THIS SECTION II(B), NOBLE SYSTEMS DOES NOT MAKE (AND EXPRESSLY DISCLAIMS) ANY WARRANTIES WITH RESPECT TO THE HARDWARE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

C.　　SHIPPING AND FREIGHT; TITLE AND RISK OF LOSS Customer will be responsible for the cost of shipping the Hardware to the Customer's Site (as defined below) and shall pay Noble Systems the cost of such shipping plus an additional 15% of such cost to cover handling charges. Title and risk of loss and damage shall pass to Customer upon shipment from Noble Systems (or its vendor(s) in the case of drop-shipped items) – i.e. FOB Shipping Point. Noble Systems will insure the shipment in a commercially reasonable standard for the full value of the shipment.

ARTICLE III - HARDWARE SUPPORT.

A.　　HARDWARE TO BE MAINTAINED Noble Systems shall, for so long as Customer continues to pay for Hardware Support at the rates set forth in the Addenda hereto, provide the Hardware Support described in this Article for (and only for) the Noble Systems Hardware set forth in such Addenda and located at authorized Sites.

B.　　EQUIPMENT QUALIFICATIONS Any hardware that is not under Noble Systems warranty or Noble Systems maintenance as of the Commencement Date (as defined below) of this Agreement will be subject to a qualification inspection by Noble Systems. Customer agrees to pay Noble Systems for this qualification inspection at Noble Systems then-current hourly rate. If upon completion of such inspection, it is Noble Systems opinion that Customer's hardware is not in good working order, then Noble Systems may refuse to maintain the Hardware or exclude components thereof from coverage; or, if the Customer nevertheless desires maintenance service for the Hardware, then Customer will pay Noble Systems for the labor, parts, and Travel Expenses necessary to put Customer's hardware in good working order.

C.　　HARDWARE SUPPORT "Hardware Support" shall mean the diagnosis and correction of Hardware malfunctions and failures and the placement of failed Hardware in good working order. Remedies may consist of temporary procedures to be followed by Customer while a permanent remedy is being sought. To initiate Hardware Support Customer must telephone Noble Systems Customer Service and explain the malfunction or failure to a Noble Systems Customer Service Representative. At its option, Noble Systems may require that additional information be given directly to a Noble Systems technical representative. If, in Noble Systems opinion, the Hardware cannot be restored to good working order except through the rebuilding of such Hardware, Noble Systems, at its option, will either replace or rebuild such Hardware. Further, to cure any malfunction or failure Noble Systems may determine to modify the Hardware.

D.   SERVICE HOURS Noble Systems will receive the Customer's calls and/or emails for Hardware Support during Noble Systems Standard Business Hours and will provide on-site service during such Standard Business Hours. Calls will be responded to within one working hour of receipt. Telephone assistance for Critical Support shall be available 24 hours per day, 365 days per year via Noble Systems published Support escalation procedures. Extended service outside of Standard Business Hours is available at Noble Systems then-current overtime labor rates.

E.   LABOR AND PARTS Except as otherwise provided in this Agreement, Noble Systems will provide, at its own expense, all labor and parts, which, in the opinion of Noble Systems, are necessary for providing such Hardware Support. Only new, remanufactured or refurbished parts will be used in the performance of Hardware Support.   All parts removed for replacement will, upon such replacement, become the property of Noble Systems, and any parts removed by Customer or any other Person will be returned to Noble Systems immediately.

F.   EXCLUSIONS Hardware Support shall not include: (i) the provision of operating supplies and consumables; (ii) the refurbishing of the Hardware or furnishing materials for that purpose; (iii) electrical work external to the Hardware; (iv) the provision of Hardware Support, repair or maintenance of (A) headsets, terminals, keyboards, printers, PC workstations, tele-viewers and U.P.S. (uninterruptible power supply or (B) accessories, attachments, or equipment not listed in the Addenda hereto; and (v) the customization of the Hardware; or (vi) any other services not specifically described in this Agreement.

G.   DISCLAIMERS OF SERVICE Noble Systems obligation to provide Hardware Support is contingent upon the proper use of the Hardware in the application for which the Hardware was intended. Noble Systems will be under no obligation to provide any Hardware Support for Hardware malfunctions or failures caused by: (i) accident, improper use, abuse, or acts of God; (ii) natural disasters such as flood or earthquake; (iii) strikes, riots, acts of war or nuclear disaster; (iv) repairs, maintenance, modifications, or relocation and reinstallation made by anyone other than a Noble Systems service person or without Noble Systems prior written approval; (v) unusual shock or electrical damage, accident, fire or water damage, neglect, air conditioning failure or humidity control failure, a corrosive atmosphere harmful to electronic circuitry, damage during transportation not provided by Noble Systems, electromagnetic or electrical interference, or causes other than ordinary use; (vi) failure by Customer to maintain the site specifications or to comply with preventive maintenance procedures recommended by Noble Systems; or (vii) Hardware malfunction caused by a change in Customer's telecommunications provider. If any Hardware Support is required as the result of any of the causes stated above, Noble may, at Customer's request and at Noble's option, perform any necessary support services, provided that Customer shall pay Noble Systems for such services at Noble Systems then-current rates for labor and materials and shall reimburse Noble Systems for Travel Expenses incurred in connection therewith. Noble Systems will not be liable for failure to fulfill its obligations under this Agreement due to causes beyond Noble Systems control.

H.   RESPONSIBILITIES OF CUSTOMER.

        1.   Customer will provide Noble Systems with reasonable access to the Hardware (and any supporting or related systems and peripheral devices) during such times as Noble Systems may be required to perform Hardware Support. If the Customer does not provide Noble Systems with such access during Standard Business Hours, then Customer will be required to pay Noble Systems' then-prevailing overtime labor rates for the performance of such Hardware Support during Non-Standard Business Hours.

        2.   To enable Noble Systems to perform Hardware Support, Customer will provide Noble Systems free of charge with adequate work space and facilities, heat, light, ventilation, electric current, electrical outlets, telephone lines, internet access, and any other non-Noble Systems communications media and equipment required. Customer will also provide reasonably proximately located storage space for spare parts and service Hardware, as required.

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Initials

3.   Customer will be responsible for complying with the preventive maintenance instructions and procedures that Noble Systems may, from time to time, provide. Other than such preventive maintenance instructions and procedures, Customer agrees not to attempt or perform or permit or caused to be performed, any other maintenance or repair service during the term of this Agreement unless requested in writing by Noble Systems.

4.   Customer will record such operating information and maintain such usage records as Noble Systems may from time to time request to assist Noble Systems in performing Hardware Support.

I.   ADDITIONAL EQUIPMENT Upon the execution of additional Addenda hereto, Customer may place additional Noble Systems hardware under the Hardware Support coverage. Such Addenda will state any additional support payments required to affect such coverage.

ARTICLE IV – LICENSE OF SOFTWARE.

A.   LICENSE OF SOFTWARE Noble Systems hereby grants a limited, non-transferable license to Customer to use the Software with the Hardware at the site(s) on the workstations that are from time-to-time authorized and covered by this Agreement. Such license shall only enable Customer to use, in machine readable object code format, each original copy of Software licensed hereunder by Customer either (i) on a single CPU specifically included in the Noble Systems Hardware, or (ii) in the case of Software to be used on a Licensed Network, solely in connection with Customer's use of such Licensed Network. Notwithstanding such license, title to the Software shall be and remain with Noble Systems at all times and shall not transfer to Customer.

B.   PROHIBITIONS REGARDING SOFTWARE.

1.   Customer may not transfer any Software from the Hardware to any other hardware or equipment. Without limiting the generality of the foregoing, if the Software is licensed hereunder for use on a Licensed Network, Customer may not electronically transfer the Software to any file server or Workstation that is not a component of the Licensed Network.

2.   Except as provided in Section IV(C) below, Customer may not make copies of any Software or any User Manual.

3.   Customer may not transfer, sublicense, lease, or otherwise grant to any other Person any right to use any Software or any User Manual. Customer may not deliver any copy of the Software or any User Manual to any other Person.

4.   Customer may not make any alterations to the Software or any User Manual, including unmodified subroutines, functions, libraries, or other binary code segments of the Software.

5.   Customer may not reverse engineer, disassemble, reverse translate, or in any manner decode the Software in order to derive any source code or for any other purpose.

C.   BACKUP COPY Unless the original copy of any Software is marked "Copy Protected," Customer may make one duplicate backup copy of each original copy and any portions thereof which are modified or merged with other programs in accordance with this Agreement for Customer's use only as permitted in this Agreement. Any such backup copy shall also be subject to the terms and conditions of this Agreement. Customer must substantially reproduce and include any copyrights, trademark notices, proprietary data, and other legends and logos on any such backup copy. Customer must maintain an accurate record of the location of backup copies at all times.

D.   COPYRIGHTS, TRADEMARK NOTICES, LEGENDS, AND LOGOS   Customer acknowledges and agrees that the logos, product names, and other support materials that have been developed in connection with the Software and the User Manuals are patented, copyrighted, trademarked, or otherwise proprietary to Noble Systems. Customer agrees never to remove any notices or product identifications that may be located on or with respect to the Software.

E.   TERM   Upon payment in full by Customer of the purchase price for the System as set forth in the Addenda hereto, Customer will have a paid-up license to use the Software only as provided in this Agreement and only at the Sites identified in the Addenda. Should Customer (i) fail to pay such purchase price in full, (ii) violate the terms of this Agreement with respect to the use of the Software (including Section IV(B)), (iii) move the System to an unauthorized Site without Noble Systems prior written consent, or (iv) cease to use the Software or discontinue normal business operations, then, in any such case, at the election of Noble Systems, the Software licenses granted herein shall automatically terminate and Customer shall either (A) return the Software, User Manuals and all copies thereof to Noble Systems or (B) destroy all such items and certify such destruction to Noble Systems. Noble Systems may, at reasonable times, inspect Customer's premises and hardware to verify that all of the terms and conditions of this Agreement are being observed.

F.   LIMITED SOFTWARE WARRANTY.

1.   Noble Systems warrants that, for a period of 30 days after Installation (the "Software Warranty Period"):

(a)   under normal use and service, the media on which the Software is delivered shall be free from defects in material and workmanship (the "Media Warranty"); and

(b)   the Software will meet Noble Systems specifications as set forth in the User Manual for such Software and the Functional Design Specifications (the "Specifications Warranty").

2.   If the Software fails to meet the Media Warranty and Customer gives Noble Systems written notice thereof during the Software Warranty Period, Noble Systems sole obligation shall be to replace any defective media. Any such replacement media will be subject to the same limited warranties contained in this Agreement. If the Software fails to meet the Specifications Warranty and the Customer gives Noble Systems written notice thereof during the Software Warranty Period, Noble Systems shall provide technical services to attempt to correct such failure; *provided, however,* that as a condition thereto (i) Customer shall give Noble Systems detailed information regarding such failure and (ii) Noble Systems is able to duplicate such failure. Customer acknowledges that the Software is complex, may not be error free, and that all errors, if any, may not be correctable or avoidable. If Noble Systems is unable to correct such failure within 90 days after Customer has first given Noble Systems written notice of such failure, then Customer may elect to terminate this Agreement and return the System (Hardware and Software) to Noble Systems. Upon such return, Noble Systems will refund to Customer all sums previously paid for the System, except for installation costs, Travel Expenses and other reasonable out-of-pocket expenses incurred by Noble Systems in connection with the System. Upon the refund of such sums by Noble Systems, Noble Systems shall have no further liability or obligation whatsoever to Customer.

3.   Notwithstanding the foregoing:

(a)   Noble Systems does not warrant that (i) the functions contained in the Software or the information contained in any User Manual will meet the Customer's

requirements, (ii) the information contained in any User Manual will be error free, and (iii) use of the Software will be uninterrupted.

(b)   Noble Systems shall not be liable for any warranty with respect to the Software if (i) modifications have been made to the Software by any Person other than Noble Systems, (ii) the Software is used with software or equipment that was not supplied by Noble Systems or was not approved in writing by Noble Systems, or (iii) the Software (or the media for the Software) fails or is damaged due to accident, improper use, abuse or acts of God.

4.   EXCEPT AND TO THE EXTENT EXPRESSLY PROVIDED IN THIS SECTION IV(F), NOBLE SYSTEMS DOES NOT MAKE (AND EXPRESSLY DISCLAIMS) ANY WARRANTIES WITH RESPECT TO THE SOFTWARE OR ANY USER MANUALS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

ARTICLE V - SOFTWARE SUPPORT.

A.   SERVICES PROVIDED BY NOBLE SYSTEMS CORPORATION.

1.   Noble Systems will provide Software Support for the Software so long as Customer continues to pay for Software Support at the price set forth in the Addenda hereto.

2.   The "Software Support" services include:

(a)   TELEPHONE ASSISTANCE.   Customer's Support Contact may contact Noble Systems Support department for telephone assistance to seek advice relating to the use of Software and/or to identify and provide a "workaround" for Software problems, if possible. Telephone assistance for non-critical support shall be available during Standard Business Hours. Calls for telephone assistance will be responded to within one working hour of receipt. Assistance may require Noble Systems Support to connect via Customer's VPN and/or backup modem access as per Section V (D. VPN Access).

(b)   PROBLEM ASSISTANCE. Customer may submit problem assistance requests for Software assistance or Software improvements via the published Noble Systems' support escalation procedures. Noble Systems will notify Customer if any request is beyond the scope of this Agreement and is therefore additionally billable. Customer may request a written estimate on billable items prior to any services being performed. Requests for problem assistance for non-critical support shall be available during Standard Business Hours.

(c)   PRODUCT UPDATES. Noble Systems will periodically make Product Updates available to Customer. There will be no cost to the Customer for any Product Update if the Customer is under Software Support; provided, however, that Customer must pay (i) any Travel Expenses of Noble Systems' employees or agents incurred to install Product Updates, (ii) any additional costs incurred to update sites or systems that were the subject of custom software or which may require data conversion, and (iii) any cost of required training.

3.   To obtain Software Support for telephone or problem assistance, Customer's Support Contact may contact Noble Systems' Support department as per Noble Systems' published support procedures. Such support escalation procedures include contacting Noble Systems' Support department via telephone, email and/or fax during Standard Business Hours

and during Non-Standard Business Hours. Critical Support shall be available 24 hours per day, 365 days per year as per Noble Systems' published Support escalation procedures. Extended service outside of Standard Business Hours is available at Noble Systems' then-current overtime labor rates.

B.   LIMITATIONS OF SOFTWARE SUPPORT.

1.   Noble Systems will provide Software Support for only the current version of any Software and, for a period of 12 months following the announcement of the new version, any prior version.

2.   THE FOLLOWING ARE NOT SUPPORTED:

(a)   Altered or modified Software object code.

(b)   Consulting services, including applications design or recommendations, recovery of lost data (other than to restore from back-up) or any Customer purchase recommendations.

(c)   Software Problems created by Customer negligence or fault, relocation or reinstallation by any Person other than a Noble Systems' technician, or change in long distance carriers.

(d)   Software problems caused by or related to a change in Customer's telecommunications service provider. Without limiting the generality of the foregoing, no reconfiguration of the system due to a change in a telecommunications service provider is covered under Software Support. Customer should notify Noble Systems prior to changing its telecommunications service provider to enable Noble Systems to provide configuration specifications to the new telecommunications service provider. Any programming and configuration changes will be billed at the then-current Noble Systems' labor rates for Software engineers.

(e)   Software Problems that do not significantly impair or affect the operation of the Software.

(f)   Software Problems resulting from Hardware malfunction, unless the equipment that is malfunctioning is (i) Noble Systems Hardware and (ii) then-covered under Noble Systems' Hardware Maintenance.

(g)   Software used on a computer system other than one specified by Noble Systems to be technically acceptable.

(h)   Software not sold by Noble Systems, or software sold by Noble Systems that is not included in the Software identified on the Addenda hereto.

C.   CUSTOMER'S RESPONSIBILITIES Customer agrees to limit its requests for after hours support to occasions when a Software failure is critical to Customer's operation and cannot wait to be addressed until normal business hours on the next succeeding business day. Customer agrees to furnish descriptions of malfunctions in the form requested by the Noble Systems support staff. Customer also agrees to duplicate the Software problem.

D.   VPN ACCESS A critically important piece of Noble Systems Software Support is the ability to access the System at Customer's Site through VPN access. Failure by the Customer to adhere to specifications provided to Customer by Noble Systems for the VPN access or providing Noble Systems

VPN access to the system will prevent Noble Systems from being able to fulfill its support obligations under this Agreement. Noble Systems shall be relieved of all obligations to provide Software Support if the Customer fails to use the VPN in accordance with the specifications provided to Customer by Noble Systems. If access to the System is only provided via modem access, a monthly recovery charge will be added to Customer's support costs to cover the cost of Noble Systems supporting access via modem. Noble Systems will only access the VPN from systems that are behind a firewall within their corporate network and such systems must be fully patched and running anti-virus software with up to date signatures. Noble Systems will not use the VPN access to access any System other than the ones described in this Agreement and any amendment or Addenda to this Agreement. Specifically, Noble Systems will not use the VPN access or the network access available to the systems accessed via the VPN to perform any form of auditing, testing, security posture assessments, or otherwise access other network devices or any systems. VPN access results in faster response times to support issues and easier future upgrades than relying solely on modem access, however Noble Systems will provide a modem as listed on the Addendum which shall be used for backup access to Customer's System in the instance the VPN access is not available. The backup modem must at all times be connected directly to a standard, local analog phone line through Customer's local telecommunications service provider. Going through a PBX, a "nailed" connection, or other means is not allowed. The backup modem shall not (i) be used for file transfers to other companies, (ii) be connected to other computers, or (iii) be used by any Person other than Noble Systems. Noble Systems will assist Customer in installing and configuring other additional modem for these purposes at Noble Systems then-current labor rates, plus the cost of any additional equipment that may be required. The backup modem shall not share the phone line with other modems, fax machines, etc. The backup modem must remain powered on and available for use at all times.

E.   INTERNET ACCESS The System is designed to provide automatic email notification alerts. Accordingly, Customer must have in place at all times high-speed Internet access for this system feature to operate.

F.   TRAINING The relevant personnel of Customer must undergo training in respect of the licensed Software and must pass required training tests as a condition to Customer obtaining Software Support. If Customer does not, at any time, have in its employ, at least one individual who has passed such tests (regardless of whether such individual was trained at or by Noble Systems), Noble Systems will, in addition to the support fees otherwise payable by Customer, charge Customer at Noble Systems then-current labor rates, for any necessary Software Support. If the required training is available at a regularly scheduled class at Noble Systems facilities, Noble Systems will, subject to availability, permit Customer to send one individual once a year for additional training at no cost, provided that Customer will be responsible for the Travel Expenses of any individual sent for such training.

ARTICLE VI – REPRESENTATIONS AND WARRANTIES Each party hereto represents and warrants to the other party thereto that:

(i)   It is duly organized, validly existing, and in good standing under the laws of its state or incorporation or organization and has the power and authority to enter into and perform its obligations under this Agreement.

(ii)   This Agreement has been duly executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally. Neither the execution and delivery of this Agreement by it nor the performance by it of the transactions contemplated hereby will (A) violate its charter documents, (B) violate any Law to which it is subject, (C) result in a breach of, or constitute a default under, any contract, agreement or license to which it is a party, or (D) result in the creation of any Lien upon the Hardware or Software or any of its assets.

(iii)   No consent, authorization, order or approval of, or filing or registration with, any governmental agency or authority or any other Person is required for, or in connection with, the execution and delivery of this Agreement by it or the performance by it of the transactions contemplated hereby.

ARTICLE VII – CERTAIN DEFINITIONS.

The following terms (in their singular and plural forms as appropriate) as used in this Agreement shall have the meanings set forth below unless the context requires otherwise:

"Addendum" or "Addenda" shall mean and include any addendum or addenda executed in connection with this Composite Agreement or executed or subsequent to the execution of this Composite Agreement; and each such Addendum shall be deemed to be an integral part of this Agreement.

"Affiliate" shall mean, with respect to any Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such first Person. For purposes of this definition, "control", when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" shall have meanings correlative to the foregoing. Further, with respect to Noble Systems, "Affiliate" shall include any Person directly or indirectly controlled by James K. Noble, Jr.

"CPU" shall mean a central processing unit.

"Critical Support" shall mean that support which is provided 24 hours per day (via Noble Systems published escalation procedures) for those Systems that production has been negatively impacted to the point of experiencing downtime.

"Functional Design Specifications" shall mean a set of System design specifications (including software components) that shall be created by Noble Systems and approved by Customer for the specific applications and uses of the System desired by Customer.

"Hardware" shall mean and include all of the hardware and accessories and equipment thereto described in the Addenda hereto.

"Installation" of the System shall be deemed to be complete on the day that the System is available for production.

"Law" shall mean and include any code, law, order, ordinance, regulation, rule, or statute of any Governmental Authority.

"Licensed Network" shall mean a licensed local area network comprised of a single registered file server and the associated licensed Workstations then-being paid for hereunder.

"Lien" shall mean and include any mortgage, deed of trust, deed to secure debt, lien, pledge, attachment, levy, charge, conditional sale agreement, title retention or other security interest or encumbrance of any kind or nature whatsoever.

"Loss" shall mean and include any loss, liability, obligation, claim, demand, lawsuit, action, assessment, damage (including punitive, exemplary, consequential, lost profits and business interruption), or expenses whatsoever (including interest, penalties, fines, attorneys' fees and expenses (including those incurred to enforce rights to indemnification hereunder, and consultant's fees and other costs of defense or investigation), and interest on amounts payable as a result of any of the foregoing.

"Person" shall mean and include any individual, partnership, association, corporation, joint venture, trust, limited liability company, unincorporated organization or any other entity (including a governmental agency or authority or a court).

"Product Update" means a revision, enhancement, or new release of the Software or user manual.

"Site" shall mean the location or locations the System will be installed and located at that are set forth in the Addenda hereto.

"Software Problem" shall mean and include defective Software distribution media and/or Software function that are inconsistent with standard published Noble Systems product features or those in any Schedule or Addendum hereto covering Software.

"Software Support" shall mean assistance rendered by Noble Systems to Customer to rectify Software problems.

"Software" shall mean and include the software listed on the Addenda hereto and may be sometimes referred to in this Agreement as the licensed software.

"Standard Business Hours" shall mean 9:00 a.m. through 6:00 p.m. Eastern Time Monday through Friday, excluding holidays.

"Support Contact" means the Customer's authorized individual(s) designated in writing by Customer with whom Noble Systems may communicate when providing support services. The Support Contact should be knowledgeable about how the Supported Software is being used and the operating environment.

"System(s)" shall mean a "Noble Systems Technology Solution" consisting of Hardware and Software listed in the Addenda to this Agreement.

"Travel Expenses" shall mean and include all transportation costs (including airfares, train fares, taxi fares and auto rental costs), lodging, meals and usual and customary related expenses. All travel time associated with travel expenses refers to travel from the Noble Systems headquarters address to the site location to the Noble Systems headquarters address. If the traveler does not work primarily out of the Noble Systems headquarters, the starting address of the traveler will be used to determine the travel time associated with travel expenses.

"User Manual" shall mean, with respect to any Software, the instructions and manuals describing the use, functionality and operation of such Software.

ARTICLE VIII- (MISCELLANEOUS).

A.   **LIMITATIONS OF LIABILITY** ANYTHING TO THE CONTRARY IN THIS AGREEMENT NOTWITHSTANDING, (I) IN NO EVENT SHALL NOBLE SYSTEMS BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE LOSSES OR DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE HARDWARE OR THE SOFTWARE OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF NOBLE SYSTEMS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, AND (II) NOBLE SYSTEMS' MAXIMUM AGGREGATE LIABILITY TO CUSTOMER OR ANY OTHER PERSON HEREUNDER SHALL IN NO EVENT EXCEED THE AGGREGATE AMOUNT THAT CUSTOMER HAS PREVIOUSLY PAID TO NOBLE SYSTEMS FOR THE SYSTEM. FURTHER, IN NO EVENT SHALL

NOBLE SYSTEMS BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR LOSS OF DATA, BUSINESS INTERRUPTION, LOST PROFITS OR REVENUE, LOSS OR DAMAGE TO GOODWILL OR FOR SUMS INCURRED TO "COVER" OR TO ACQUIRE SUBSTITUTE HARDWARE, SOFTWARE OR SERVICES.

B. **EMPLOYEES AND REPRESENTATIVES** Customer acknowledges that (i) Noble Systems and its Affiliates have expended considerable effort and expense in training their employees, independent contractors and agents with respect to the Hardware and the Software and (ii) such individuals have been provided with confidential and proprietary information regarding Noble Systems and its products. Customer further acknowledges that if it were to hire any such individual, Noble Systems would suffer great and irreparable harm and would be forced to incur significant additional effort and expense to recruit, hire and training new personnel. Therefore, Customer agrees that, during the Applicable Period (as defined below), it will not solicit for employment or to work as an independent contractor or agent any individual who is then, or who at any time during the previous 24 months, was employed by Noble Systems or any of its Affiliates. "*Applicable Period*" shall mean the period commencing or the date hereof and terminating two years after Customer stops paying for Hardware Support or Software Support. In the event Customer hires any individual who was an employee of Noble systems or any Affiliate during the Applicable Period, Customer shall pay to Noble Systems or such Affiliate, as the case may be, a fee for the procurement of such individual in an amount equal to the greater of (i) the annual Hardware Support and Software Support fees in existence at the time of such hiring or (ii) such individual's gross annual salary. Customer agrees that Noble Systems' Affiliates shall be third parties beneficiaries of Customer's obligations pursuant to this paragraph and shall be entitled to enforce such obligations as if Noble Systems' Affiliates were signatories to this Agreement and parties from whom Customer directly received legally sufficient consideration.

C. **CHOICE OF LAW** This Agreement shall be governed by, and construed in accordance with, the substantive laws of the State of Georgia, without regard to such State's choice of law rules.

D. **ARBITRATION** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by final and binding arbitration administered by the Judicial, Arbitration, Mediation Services (J.A.M.S) pursuant to J.A.M.S' then-current arbitration rules; provided, however, that in the event that J.A.M.S shall be unavailable for any reason, then the arbitration shall be filed with and administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules. Any such arbitration shall be conducted before a single arbitrator in a proceeding held in the Atlanta, Georgia area. The arbitrator shall have the authority to award attorneys' fees, arbitrator's fees, J.A.M.S' (or, if applicable, AAA's fees) and other costs to the prevailing party. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, Noble Systems may (i) avail itself of any self-help or other remedies available to it under applicable law, which it may deem necessary or appropriate to enforce its security interests in the System or (ii) seek emergency or preliminary injunctive or other equitable relief (A) to prevent unauthorized usage or transfers of the System (including the Software and any of Noble Systems' intellectual property) or (B) in any instance where Noble Systems deems its remedies at law to be inadequate to avoid irreparable damage or harm.

E. **PAYMENT POLICIES:**

1. Any payment due to Noble Systems by the Customer shall be paid within seven days after the date of Noble Systems' invoice therefor. A five percent (5%) late charge will be applied to any payment that is not made within said seven day period.

2. Fees for Hardware Support, Software Support and related items, as specified in the Addenda hereto, will commence upon Installation. Any support fees for a partial month will be prorated for such month. Thereafter, monthly fees will be payable on the first day of each month.

If fees are payable on an annual basis, Customer will be billed annually in advance for each 12 months of Hardware and Software Support. The fees for the first 12-month period shall be invoiced upon Installation. The bill for each succeeding 12-month period shall be due on each anniversary of the Installation date thereafter.

F.   **LENGTH OF SUPPORT TERMS**   Noble Systems will provide Hardware Support and Software Support for an initial period of 60 months commencing upon Installation. This Support Period will also apply to all subsequent Addenda or Schedules for Hardware or Software purchases. Hardware Support and Software Support shall both automatically renew for successive additional 12-month periods unless terminated as provided herein. Either party may terminate the automatic renewal of the provision of either Hardware Support or Software Support by providing the other with written notice of such termination no later than 60 days prior to the expiration of the then-current 12-month period. At any time and from time-to-time, and upon 60 days notice, Noble Systems may, upon notice to Customer, increase the monthly support fees. The support renewal shall be equal to the annual amount charged in the initial contract plus any applicable increase, however, in the event annual support increases exceed the cumulative CPI since the date of this agreement or since the last increase, whichever is later, Customer shall have 30 days after its receipt of notice of any such increase to elect to discontinue support in lieu of accepting such increase.

G.   **TAXES**   Customer agrees to pay any and all taxes, duties and similar charges, exclusive of Noble Systems net income taxes, now in force or enacted in the future, that are levied upon the goods or services from time-to-time provided by Noble Systems pursuant to this Agreement. If Noble Systems is required to collect and pay any such taxes, duties and charges during the Term of this Agreement or after its termination, then Customer agrees to pay such taxes, duties and charges directly to Noble Systems. If applicable, Customer will provide to Noble Systems documentation clearly defining its tax-exempt status.

H.   **TERMINATION / CANCELLATION.**

1.   Any of the following shall constitute an "Event of Default" under this Agreement:

(a)   Customer shall fail to pay Noble Systems any sum owed to Noble Systems within ten days after the date that such sum first became due and payable;

(b)   Customer shall fail to comply with any other term or condition contained in this Agreement and such failure shall continue uncured for a period of 15 days after the receipt by Customer of notice of such default; or

(c)   Customer shall become insolvent or shall seek protection, voluntarily or involuntarily, under any bankruptcy laws.

2.   Upon the occurrence and during the continuance of any Event Default, Noble Systems, in addition to any rights and remedies available to it at law or in equity, may, immediately and without notice, terminate this Agreement or take any one or more of the following actions:

(a)   Declare all amounts owed by Customer to be immediately due and payable;

(b)   Enter upon the Customer's premises and repossess the Hardware and/or the Software and all other items supplied by Noble Systems;

(c)   Suspend performance of any or all of Noble Systems' obligations (including the software license); and

(d) Cancel or suspend Customer's license hereunder to use the Software, require that Customer cease any further direct or indirect use of the Software, or any portion thereof, and demand the immediate return of the Software, including all copies thereof, to Noble Systems.

3. In the event that Noble Systems terminates, cancels or suspends this Agreement or any license granted to Customer hereunder, Noble Systems may, in addition to the other remedies set forth in this Article, deactivate the Software. To do so, Noble Systems may employ an automatic deactivation and disabling feature which may already be contained in the Software (the "Feature"). IN NO EVENT SHALL NOBLE SYSTEMS BE LIABLE TO CUSTOMER FOR ANY LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS) ARISING OUT OF, RESULTING FROM OR RELATING TO THE DEACTIVATION FEATURE.

4. The foregoing rights and remedies of Noble Systems contained in this Article shall be cumulative and in addition to all other rights and remedies available to Noble Systems at law and in equity.

I. NOTICES.

1. All notices, requests, demands and other communications hereunder shall be either (i) delivered in person with signature, (ii) mailed by registered or certified mail, return receipt requested, with first class postage prepaid and properly addressed, or (iii) sent by overnight courier service, and, in each case, addressed as follows:

If to Noble Systems:	with copies to:
4151 Ashford Dunwoody Road Suite 600 Atlanta, Georgia 30319 Attention: President/CEO	Charles D. Ganz Sutherland Asbill & Brennan LLP 999 Peachtree Street Suite 2300 Atlanta, Georgia 30309
If to Customer:	with copies to:
Attention:_____	Attention:_____

2. All notices, requests, instructions or documents given to any party in accordance with this Section VIII (I) shall be deemed to have been given (i) on the date of actual receipt, if delivered by hand or if sent by overnight courier service, or (ii) on the date that is three business days after mailing, if mailed in the manner described and addressed as set forth above.

3. Any party hereto may change its address specified for notices herein by designating a new address by notice given in accordance with this Section VIII (I).

J.   USE OF NAME Noble Systems and Customer herein agree to permit the occasional use of each others name and logo as well as reference to this Agreement and the System installation in their respective promotional advertising, press releases and public relations efforts. All such use will be only in a manner that reflects positively upon the other party.

K.   EXTRAORDINARY CIRCUMSTANCES   Noble Systems shall not be responsible for failure to fulfill, or delay in fulfilling, its obligations under this Agreement due to causes beyond its control.

L.   SEVERABILITY   Should any one or more of the provisions of this Agreement be determined to be invalid, illegal or unenforceable such invalid, illegal or unenforceable provisions shall be deemed severed herefrom and the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. The parties shall endeavor to negotiate in good faith to replace any such invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as practicable to that of the invalid, illegal or unenforceable provision.

M.   CONFLICTING PROVISIONS.

1.   Although Customer may utilize its own purchase order or confirmation form for its own convenience, the provisions of this Agreement shall control as to all issues relating to the subject matter hereof.

2.   Typewritten or handwritten additions, initialed by both parties, shall supercede any pre-printed provisions of this Agreement. In the event that any provision of any Addendum or Schedule hereto is inconsistent with the provisions of this Agreement, the provisions in such Addendum or Schedule shall control. Subject to the foregoing, each Addendum hereto, whether executed concurrently herewith or subsequent hereto, shall be deemed to be incorporated herein and shall be governed by the terms of this Composite Agreement.

N.   ENTIRE AGREEMENT; MODIFICATIONS; WAIVERS   This Composite Agreement and the Addenda and Schedules hereto together comprise the complete and exclusive agreement of the parties hereof with respect to the subject matter hereof and supersede all prior proposals and agreements, oral or written, and any other communications between the parties relating to subject matter hereof. References to "this Agreement" and the words "hereof," "hereto," "herein" and words of similar import shall be deemed to refer to this Composite Agreement and all Addenda and Schedules hereto now existing or subsequently executed. No amendment, supplement or modification to this Agreement or the Addenda or Schedules hereto will be binding unless in writing and signed by each party's authorized representative. The failure or delay of any party at any time to require performance of any provision of this Agreement shall not, in any manner, affect such party's right to enforce that provision at that time or in the future. No single or partial waiver by any party of any condition of this Agreement or of the breach of any term, agreement, covenant, representation or warranty of this Agreement, whether by conduct or otherwise, in any one or more instances shall be construed or deemed to be a further or continuing waiver of any such condition or breach.

O.   ASSIGNMENT   This Agreement shall not be assignable by Customer (including an assignment by operation of law such as a merger) without the prior written consent of Noble Systems, which consent shall not be unreasonably withheld. In the event that Noble Systems does consent to any such assignment, (i) the assignee shall execute an assumption agreement in form and substance satisfactory to Noble Systems and (ii) either Customer or assignee will pay Noble Systems a transfer fee equal to $1,000.00 per Workstation or user license plus all of Noble Systems costs and expenses (including legal fees) incurred in connection with such transfer. Notwithstanding the foregoing, Noble Systems may, in its sole discretion, withhold consent to any such assignment in any instance where the assignee will be a person or entity located in any country in which the U.S. copyrights are not enforceable. Except as specifically provided for herein, any purported transfer shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective permitted successors and assigns, provided that no assignment shall relieve any party of such party's obligations hereunder without the consent of the other party hereto.

P.   TABLE OF CONTENTS; CAPTIONS; REFERENCES   The captions and headings contained in this Agreement have been included for convenience of reference only and are in no way to

be construed as part of this Agreement or as limitations on the scope of the particular articles, sections, paragraphs or other subdivisions to which they refer and shall not affect the interpretation or meaning of this Agreement.

Q. **ACCESS OF CUSTOMER SYSTEM** Customer hereby acknowledges and agrees that Noble Systems may from time to time access Customer's system through the modem described in Section V (D. VPN Access) for the purposes, among others, of maintenance, administration, account or access verification, and security.

R. **COUNTERPARTS** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which counterparts shall together constitute one and the same instrument.

S. **INTERPRETATIONS** Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against either party, whether under any rule of construction or otherwise. No party to this Agreement shall be considered the draftsperson hereof. On the contrary, this Agreement has been reviewed, negotiated and accepted by all parties and their attorneys and shall be construed and interpreted according to the ordinary meaning of the words used so as fairly to accomplish the purposes and intentions of all parties hereto.

[INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]

The parties hereto have executed this Agreement as of the date first written above.

Noble Systems Corporation: **Customer:**

_____

By:_____   By: _____
    James K. Noble, Jr.   Name: _____
    President/CEO   Title: _____