

#### SERVICE LEVEL AGREEMENT – ESSENTIALS, ELEVATE, & ELITE

This Service Level Agreement (the "SLA") governs the service level commitments for the Essentials, Elevate, or Elite Edition of the Talkdesk Service under the Master Subscription Agreement between Talkdesk and Customer (the "Agreement").

The parties agree as follows:

#### 1. Effectiveness.

- 1(a). In the event of a conflict between the terms of this SLA and the terms of the Agreement, the terms of this SLA shall govern.
  - 1(b). This SLA is effective during the Service Term (as defined in the Agreement).
- 1(c). This SLA is contingent upon Customer configuring and using the Talkdesk Service pursuant to the configuration recommendations listed at: <a href="https://www.talkdesk.com/customer-community/">https://www.talkdesk.com/customer-community/</a>, including but not limited to the recommended business continuity configurations described at that location.

#### 2. Minimum Service Level Commitment.

Talkdesk shall use commercially reasonable efforts so that the Talkdesk Service is available at all times during a calendar month (the "Minimum Service Level Commitment").

#### Availability.

- 3(a). The Talkdesk Service is considered "available" if: (1) customers in a particular data center using the Talkdesk Service are able to make, receive, and forward voice calls and (2) call quality is sufficient to allow participants in calls to hear and understand each other.
  - 3(b). Talkdesk calculates available time on a monthly basis as follows:

 $\frac{\text{(total number of minutes-(unavailable minutes-unavailability exclusions))}}{\text{total number of minutes}} \times 100$ 

#### 4. Service Credit.

4(a). To be eligible for a service credit as set forth in the table below (a "Service Credit"): (i) the Talkdesk Service unavailability time must be continuous; (ii) Customer must be current in all payment obligations to Talkdesk; and (iii) Customer must request a service credit no later than 7 days after the end of the month during which the Talkdesk Service was not available, include in its request a detailed description of the time and circumstances during which the Talkdesk Service was not available, and send the request to Talkdesk at https://support.talkdesk.com/hc/en-us/requests/new (the "Service Credit Request").

Percentage of Time Talkdesk Service Is Available	Service Credit
99.99% to 100%	None
99.0% to < 99.99%	10% of monthly License Fees for the Talkdesk Service
97.0% to < 99.0%	30% of monthly License Fees for the Talkdesk Service
< 97%	100% of monthly License Fees for the Talkdesk Service

- 4(b). Talkdesk shall promptly review Customer's Service Credit Request. Provided that Customer is current in all of its payment obligations to Talkdesk, Talkdesk shall apply any Service Credit to Customer's account against fees to be paid by Customer.
- 4(c). The Service Credits described above are Customer's sole and exclusive remedy, and Talkdesk's only liability, for Talkdesk's failure to maintain the Minimum Service Level Commitment.

#### 5. Unavailability Exclusions.

The following circumstances will be excluded when calculating the available minutes for the Talkdesk Service:



- i. any time period during which the Talkdesk Service is unavailable because of (a) disruptions in the Customer's internal network or any internet connectivity; (b) faults within third-party services or software, telecom providers, or other systems that are not operated or controlled by Talkdesk; (c) acts or omissions of the Customer; (d) general internet outages affecting multiple third-parties; (e) network or services availability issues related to denial of service attacks and other flooding techniques; or (f) events outside of Talkdesk's reasonable control including force majeure events; and
- ii. any Scheduled Maintenance (as defined below).

#### 6. Scheduled Maintenance.

"Scheduled Maintenance" means any time period during which Talkdesk has scheduled service maintenance, upgrades, and testing of failover capabilities. Except with respect to Scheduled Maintenance for which it is not commercially reasonable to Talkdesk to provide advanced notice, Talkdesk shall provide a minimum of 5 days advance notice of any Scheduled Maintenance and shall use commercially reasonable efforts to conduct Scheduled Maintenance between 8:00 am and 11:00 am UTC on low volume days of the week.

### Required to return this form with bid submission: Not applicable to Talkdesk, Talkdesk is not a MBE or WBE business. OFFICE OF DIVERSITY



### **Bid Discount / Proposal Incentive Request Form**

This Bid Discount/Proposal Incentive Request Form must be included with the bid and proposal and submitted no later than the bid or proposal due date. Please complete the sections that apply.

The Minority Business Enterprise (MBE) and Woman-Owned Business Enterprise (WBE) Programs provide a bid discount and proposal incentive points to eligible businesses seeking to bid on City of Columbus contracts as prime contractors/prime consultants. To be eligible for either the bid discount or the proposal incentive credits, the prime contractor must be certified with the Office of Diversity and Inclusion in the necessary work classification at the time the submittal is due.

The Proposal Incentive points apply to professional service solicitations/contracts. For these contracts, the prime contractor's ethnicity and gender are part of the evaluation criteria. A prime contractor that is a minority-owned or a woman-owned business certified with the Office of Diversity and Inclusion in the relevant field of work is assigned 5 percentage points during the evaluation process. The Proposal Incentive points are used in scoring the proposals and ranking the submittals.

The Bid Discount applies to construction and goods and services contracts when the award is based on low bid, and the prime contractor is a minority or woman-owned business or a minority or woman-owned joint venture certified with the Office of Diversity and Inclusion in the relevant work classification. The Bid Discount is 5% for construction and goods and services bids, not to exceed \$50,000 on a single bid. The Bid Discount allows an original bid amount to be discounted by 5% for purposes of evaluating and determining the lowest responsive bid. The original bid amount is the basis for the contract award. For example, a \$100,000 bid with a 5% Bid Discount is evaluated at \$95,000. However, \$100,000 would be paid if the bidder eligible for the discount was the successful bidder.

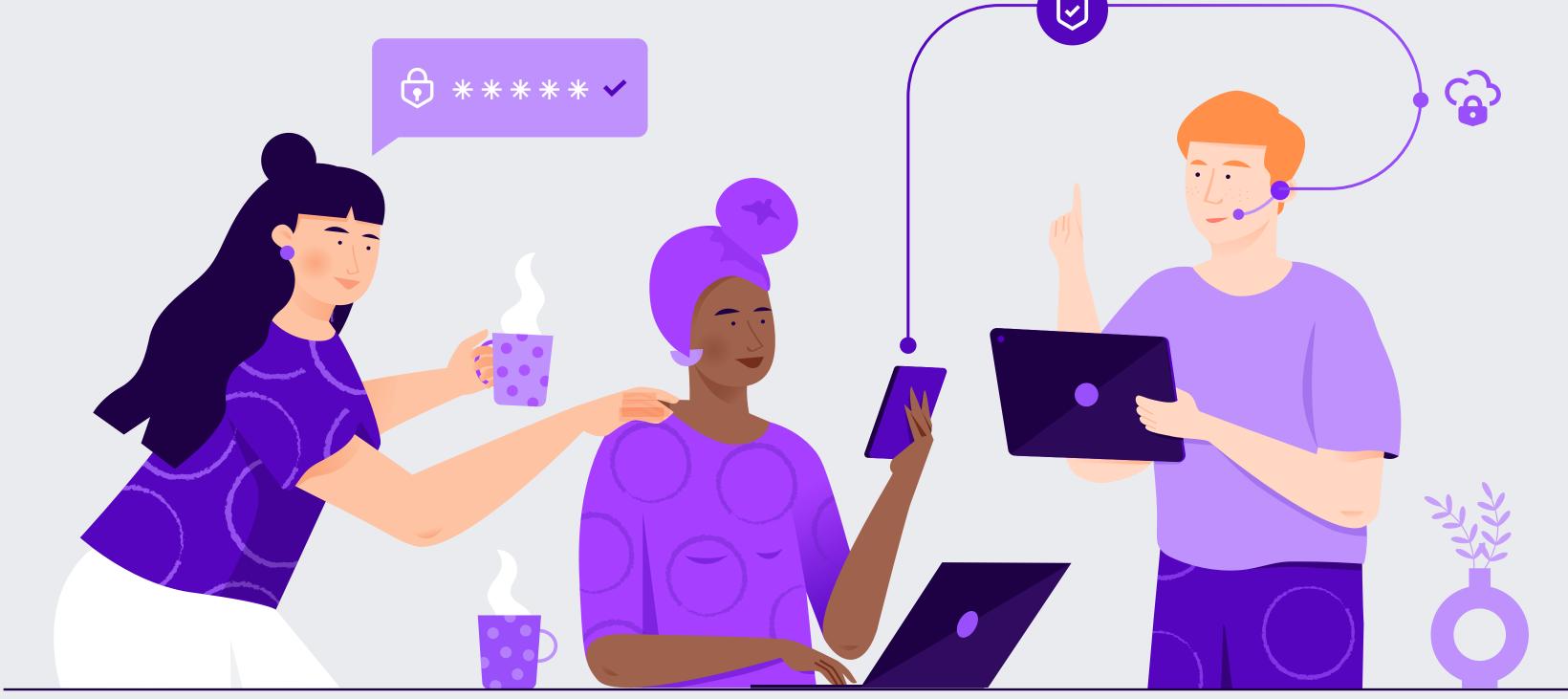
For additional information about the Minority and Woman-Owned Business Enterprise Program, please visit the Office of Diversity and Inclusion's website.

#### (Please Attach Copy of Current MBE/WBE Certification Approval Letter)

CERTIFICATION OF AFFIDAVIT				
The information provided is true and complete to the best of my knowledge and belief. I further understand and				
agree that this certification shall become a part of my contract with the Columbus of Columbus				
Bid Name:	Bid Number:	Bid Opening Date:		
IVR System Replacement	RFQ025020	July 14, 2023		
Contracting Department: Bid/Project Manager Name (as listed in bid documents):				
Columbus, Dept of Technology Not indicated				
Certified Prime Contractor/Consultant	Printed name of the authorized signatory:	Business Name:		
Autkarized Sighaly (A & Date:	x Raymond Yue	Talkdesk, Inc.		
Office of Diversity and Inclusion Staff Authorized Signature Only				
Office of Diversity and Inclusion Official	Date:			
Authorized Designee Signature:		Approved Not Approved		
X				



Security policies overview





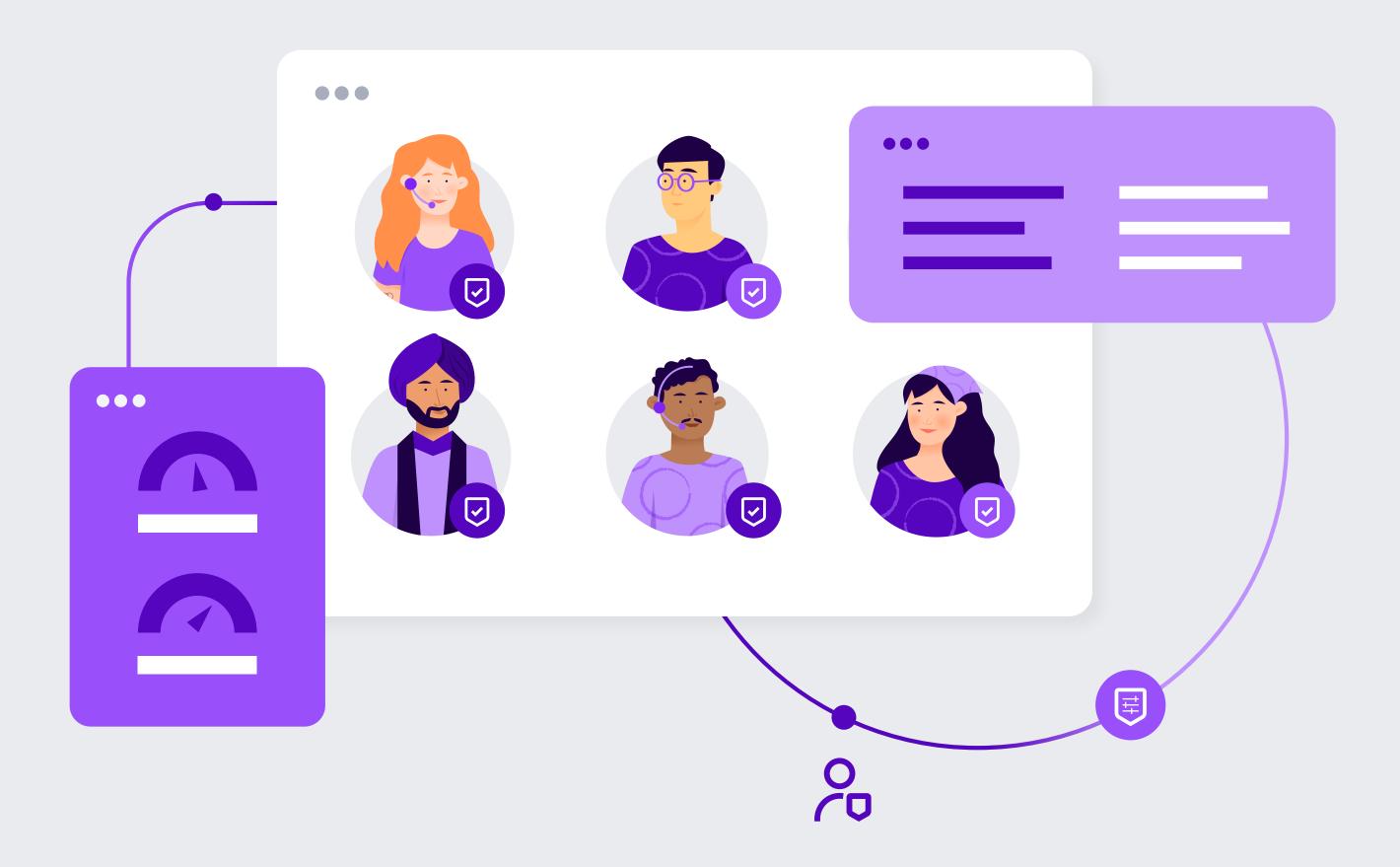
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# Introduction

Talkdesk understands today's organizations require an exceptionally high standard of security, privacy, and business continuity management and that the confidentiality, integrity, and availability of our customers' data is vital to their business operations and our own success. Talkdesk takes that to heart with our holistic approach to security, privacy, and business continuity while constantly monitoring and improving our application, systems, processes, and people to meet the growing demands and challenges of the evolving threat landscape.

This document provides an overview of Talkdesk's approach to security, privacy, business continuity, and compliance while covering the main Talkdesk information security policies.



# I. Organizational security

### Security team structure

The Talkdesk security department consists of three functions/teams: Information Security, Privacy, and Engineering Security:

- The Information Security team is responsible for governance, risk, compliance, second line of defense, ownership of the Management System, and overall security and business continuity program management.
- The Privacy team is responsible for ensuring compliance with privacy laws and regulations that apply to Talkdesk as a Controller and /or Processor.
- The Engineering Security team is responsible for vulnerability management, incident detection and response, appsec assurance, management of security tools, security architecture solutions, and monitoring throughout multiple stages of our software development life cycle.

## Information security policies

Talkdesk has an integrated Management System aligned with:

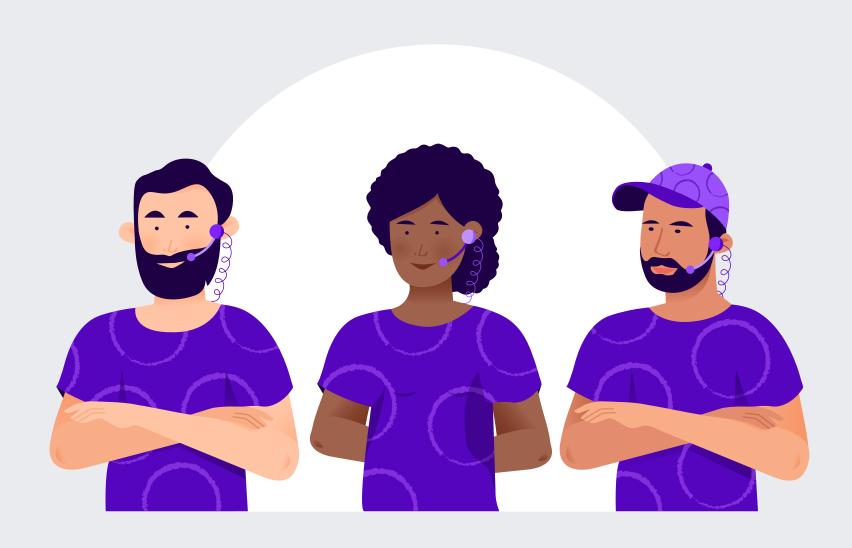
- ISO 27001 for Information Security Management System (ISMS);
- ISO 27701 for Privacy Information Management System (PIMS);
- ISO 22301 for Business Continuity Management System (BCMS);

The Management System includes policies and procedures to allow a systematic approach to protecting company information and assets, according to their criticality and sensitivity, from internal and external threats, reducing risk levels to acceptable values.

These policies are readily available to all employees, are reviewed, at least, on a yearly basis and include governance and risk management.

Human resources security, security of systems and facilities, operations management, incident management, business continuity management, privacy by design & by default, monitoring and security testing and privacy.

The Information Security team is responsible for monitoring compliance with the aforementioned policies and associated procedures.



# Risk management approach

Risk management is a cornerstone when thinking about security, privacy, and business continuity.

Talkdesk has implemented a risk management methodology to support the process of identification, evaluation, treatment, and monitoring of risks that may prevent Talkdesk from maintaining the confidentiality, integrity, availability and privacy of personal data, customer information, and information systems.

# Confidentiality agreements

Talkdesk partners and employees, upon joining the company and/ or during their employment period, as well as certain service providers, are required to sign non-disclosure and confidentiality agreements,

demonstrating their commitment to the company and its information security principles.

### Human resources security

People connecting to the Talkdesk systems are required to conduct themselves in a manner consistent with the company security policies. This includes responsibilities before, during, and after employment with Talkdesk.

### Code of conduct

Talkdesk code of conduct and internal regulation addresses the appropriate use of company management of information to which employees have access to during the execution of the work agreement with Talkdesk. Those who violate the code or Talkdesk policies and procedures will be subject to sanctions established by the labor legislation

in force, up to and including dismissal, depending on the seriousness of the violation. Talkdesk acceptable use policy outlines the acceptable use of Talkdesk systems, addressing the rules that are in place to protect the users and Talkdesk assets and information and avoid inappropriate use that could expose risks including malware, compromise of network systems and services, and regulatory and legal issues.

# Security training and awareness

Talkdesk has a security education program that includes several initiatives:

 Talkdesk employees undergo security, privacy, and business continuity training as part of the onboarding process.

- Ongoing training is provided to reinforce the security, privacy, and business continuity principles and policies, as well as industry best practices and common pitfalls.
- Role based training is part of the program to ensure the right training is provided to those roles that, based on their responsibilities, access levels, and function may represent a risk to Talkdesk.

The information security team also distributes company-wide security alerts on an as-needed basis.

### Termination processes

Talkdesk has established a documented termination process that defines responsibilities for collection of information assets and removal of access rights for users who leave the company.

# II. Infrastructure security



### **Cloud security**

Talkdesk monitors the cloud infrastructure, such as S3 buckets, IAM keys, network access control lists, and security groups for any security risks. The engineering security teams work closely with site reliability engineering teams to remediate or mitigate any cloud infrastructure configuration risks or vulnerabilities that are found in our cloud environments.



# **Encryption**

Encryption is an important part of the Talkdesk security strategy, and it's used as best practices for data in transit and at rest.

- For data in transit, we use TLS 1.2 with an industry standard ECDHE-RSA-AES128-SHA256 cipher.
- **Data at rest** is encrypted using AES256. All access to Talkdesk websites is made with HTTPS.



# Password requirements

Talkdesk security policy establishes requirements for password changes, reuse, and complexity. Talkdesk requires the use of screensavers that reactivate after a period of inactivity through the use of a password or whenever a user leaves a computer unattended. As a matter of policy, employees are not permitted to share credentials with anyone.



# **Authentication requirements**

Employees sign on to Talkdesk cloud-based components using a user ID, a password, and a token (two-factor authentication). This can greatly reduce the risk of unauthorized access if a user's password is compromised. VPN and 2FA are required to access production infrastructure systems (where information resides).



### **Network security**

Talkdesk infrastructure is hosted in cloud infrastructure provider and uses network Access Control Lists (ACLs), security groups, and Subnet segregation. Talkdesk also has web application firewalls (WAFs), Host Intrusion Detection Systems (HIDS), DDoS protections, and firewalls in place to protect our production network.



# **Clock synchronization**

Talkdesk' systems are synchronized with a NTP server, using Amazon Time Sync Service.



### **Endpoint security**

All Talkdesk laptops are equipped with full-drive encryption enabled, are continuously monitored, and enforced to ensure compliance.



Access to Talkdesk information and systems is granted only to the extent necessary to perform assigned job responsibilities.

Talkdesk uses role-based access control (RBAC), the principle of least privilege, and the segregation of duties as major rules. Resources are protected through the use of native system security and add-on software products that identify and authenticate users and validate access requests against the users' authorized roles in access control lists.

For all terminations, access is removed on the employee's last day. Access reviews are performed periodically.



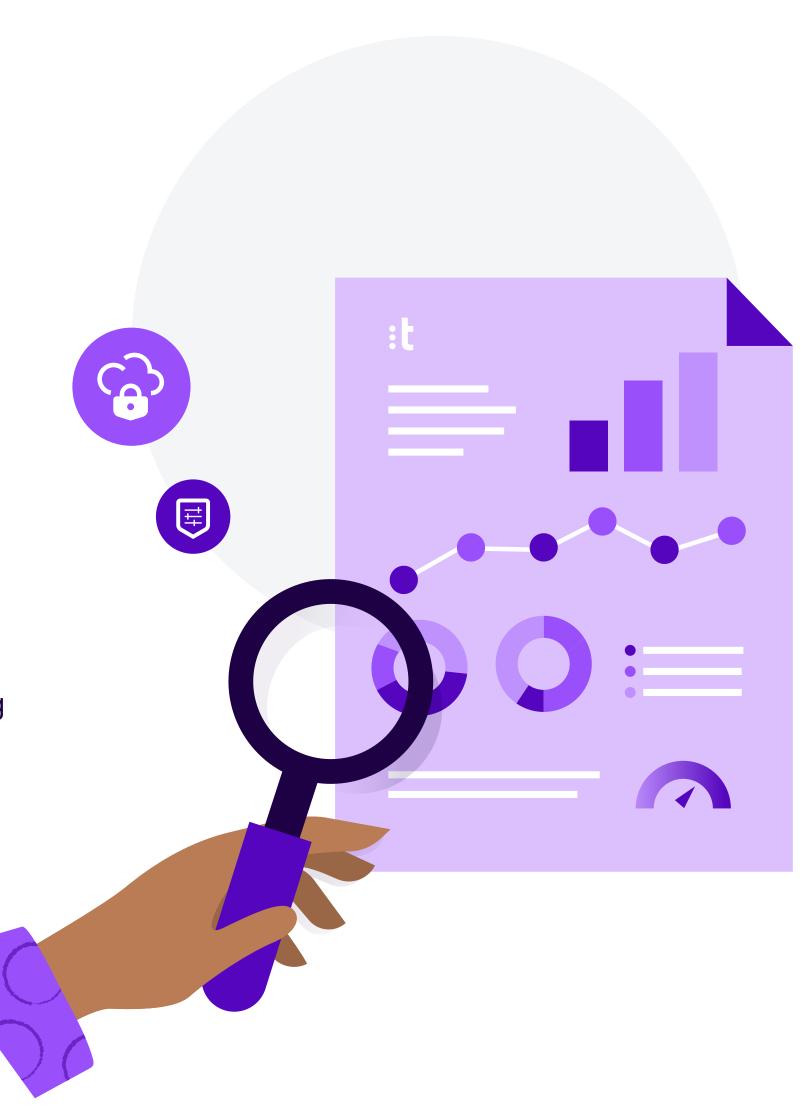
# **Event logging and Auditing**

Talkdesk has the responsibility to safeguard customer data, which requires full knowledge of the operations executed on it, when they were done, and by whom.

Audit logs are fundamental to detect unlawful usage of data and to respond to data breach and Talkdesk has defined an audit log schema to ensure relevant events are captured and stored in a specific infrastructure to ensure their integrity and confidentiality.

By default, Talkdesk requires tools and services that support internal infrastructure to enable audit logging capabilities.

More information about audit logs capabilities see Talkdesk Guardian.

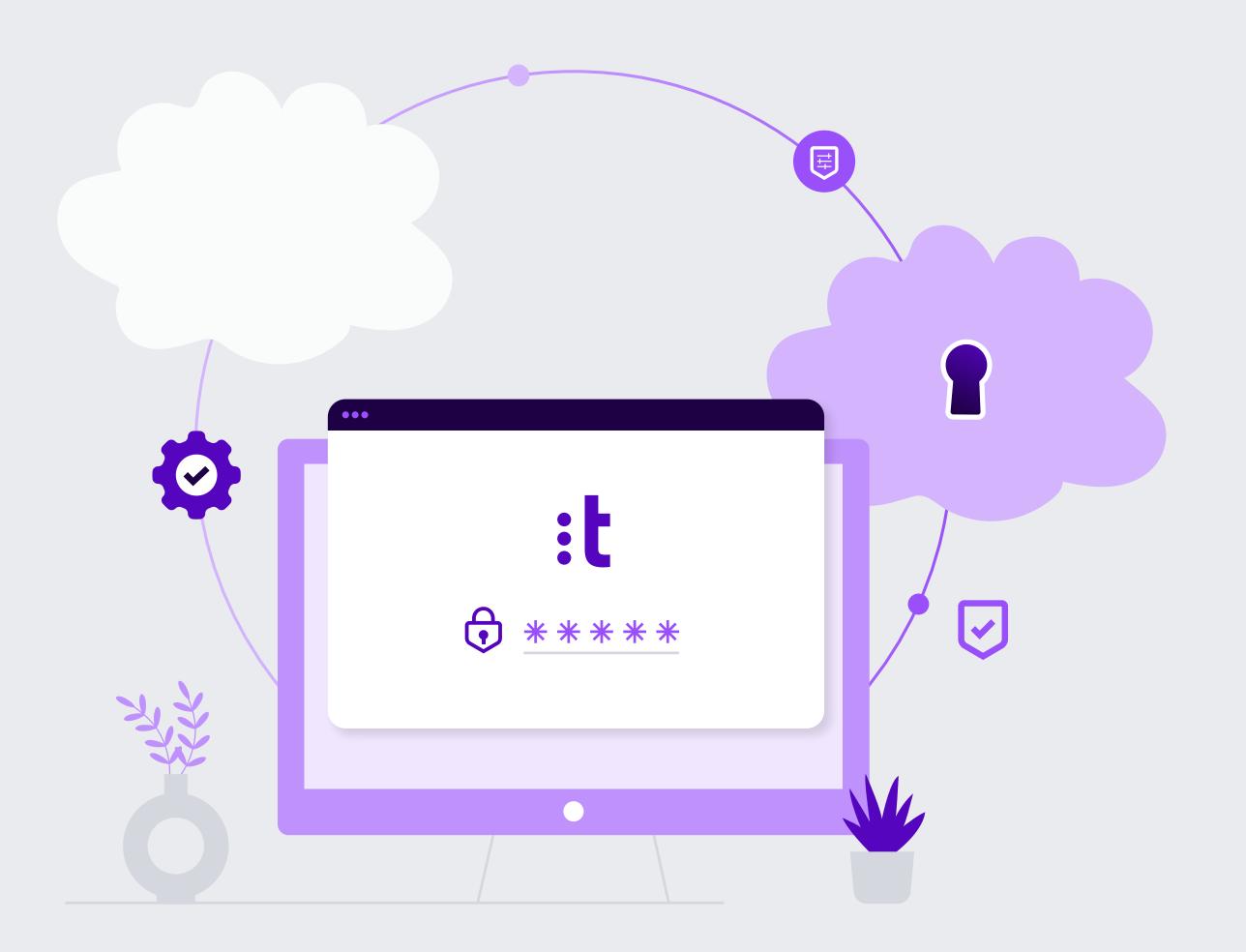


# III. Physical security

## Data center security

Talkdesk data centers are hosted and managed by cloud infrastructure providers. Physical access to data centers, collocations, and facilities housing IT infrastructure components is restricted to authorized data center employees, vendors, and contractors who require access in order to execute their jobs. Data center access utilizes multi-factor authentication mechanisms, as well as additional security mechanisms, to ensure that only authorized individuals enter the data center.

Cloud infrastructure provider and data center operations have been accredited under ISO 27001, SOC 1 and SOC 2/SSAE 16/ISAE 3402, PCI Level 1 and FISMA Moderate.



# IV. Security operations

# Vulnerability management

The engineering security team continuously monitors Talkdesk environments for system vulnerabilities and performs scanning on a recurring basis in accordance with Talkdesk policy, by using industry standard scanning technologies. These technologies are customized to test the organization's infrastructure and software in an efficient manner while minimizing the potential risks associated with active scanning.

Once a vulnerability requiring remediation is identified, it is logged, prioritized according to severity, and assigned a team for resolution.

The engineering security team tracks such issues and follows up frequently until they can verify that the issues have been remediated.

## Patching

Talkdesk has implemented a patch management process to ensure systems and infrastructure systems are patched according to vendor recommendations. This process includes steps to review proposed patches to determine the risk of applying or not applying patches based upon the security and availability impact of those systems, and any critical applications hosted on them. Talkdesk continually reviews patches and updates as they are released to determine their criticalities.

### Penetration testing

Independent penetration testing is completed at least annually to measure the security posture of a target system or environment, using an accepted industry standard penetration testing methodology. Penetration testing also includes network and application layer testing (APIs included). This ensures that Talkdesk has an "alternative" view of how effectively implemented security policies, processes and technologies are.

The engineering security team also includes a purple team that continuously performs pentesting on Talkdesk applications and infrastructure.

### Change management

The goal of Talkdesk's change management process is to prevent unintended service disruptions and to maintain the integrity of services provided to customers.

Therefore, all changes, before deployed to production, are reviewed, tested, approved and communicated.

This is aligned with Talkdesk

Systems/Software Development

Life Cycle (SDLC). SDLC also covers documentation requirements, development practices and quality assurance testing requirements.

## Segregation of duties

Different areas of responsibilities are segregated to reduce opportunities for unauthorized or unintentional modification or the misuse of our infrastructure.

## **Asset management**

Talkdesk uses an asset management solution to manage all computer assets. It automates device setup, fleet intelligence, app and OS updates, and security across Talkdesk.

Virtual assets are managed in the virtual asset inventory system. Owners are responsible for approving access to the resource and for performing periodic reviews of access by role.

Information is classified based on its sensitivity and importance. Talkdesk has defined and implemented an Information Management and Data Classification policy which details the security controls to apply based on the information classification level.

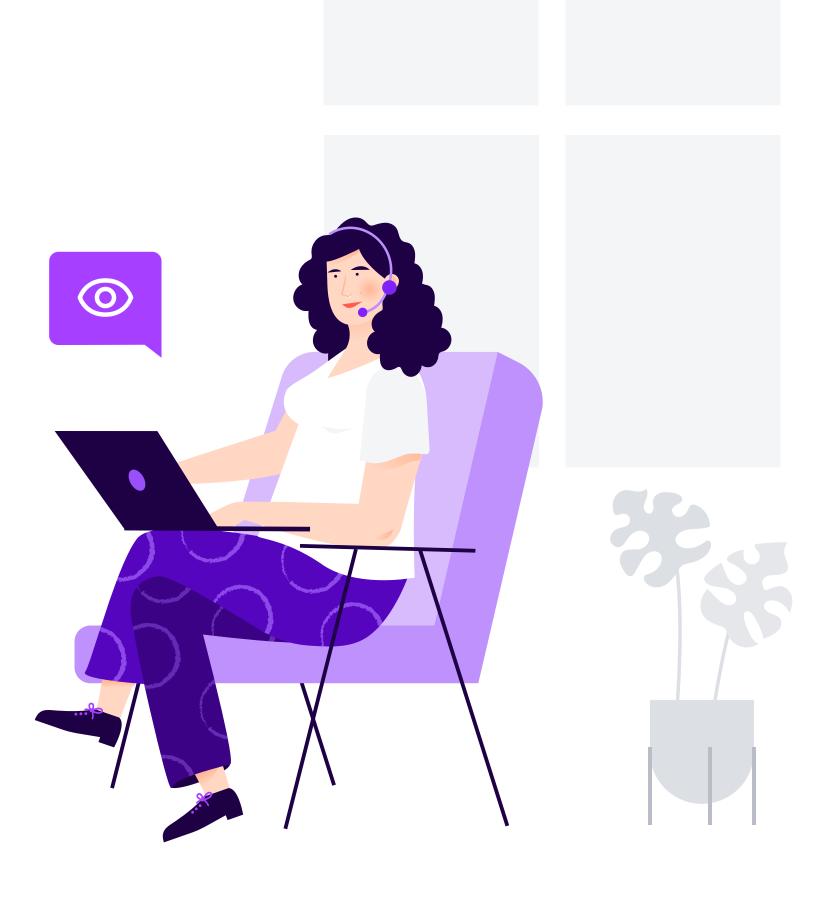
## Monitoring

Talkdesk's management performs monitoring activities to continuously assess the quality of internal control over time. Necessary corrective actions are taken as required to correct deviations from company policies and procedures.

Employee activity and adherence to company policies and procedures are also monitored. This process is accomplished through ongoing monitoring activities, separate evaluations or a combination of the two.

## Backups

Backups are performed and tested. Backup frequency is aligned with Business Continuity and Disaster Recovery requirements. Backups of personal data are subject to the same level of protection in terms of confidentiality, integrity and availability.



# V. Incident management

Talkdesk has a rigorous incident management policy and procedures for events and incidents that may affect the confidentiality, integrity or availability of systems or data or that may be a breach of Talkdesk policies and controls.

Incidents are classified based on their severity and impact on customers and business operations.

This policy covers four stages of the life cycle: detection, triage, containment, and post-incident. Each phase has its well defined goals, some major guidelines and who is responsible for each action. For example, detection covers the sources for events and incidents, triage covers what should be evaluated to separate events from actual incidents, and containment covers incident handling, including information gathering, how to contain and avoid spreading, and conditions to close the incident.

Post-incident includes the need to do a postmortem of the incident and incorporate learning and controls.

Additionally, it establishes the rules for internal and external communication with relevant stakeholders.

Includes metrics associated with incidents and specific requirements regarding privacy incidents (aligned with GDPR, HIPAA and PCI).

- Talkdesk has a public status page that customers can subscribe to and get notifications of availability problems in our systems.
- For data breaches, Talkdesk will notify customers of any breaches affecting their data with a maximum SLA of 72h.



# VI. Business continuity

Talkdesk has a Business Continuity Management System (BCM) that includes a Business Continuity Plan (BCP) for critical business functions that is supported by a business impact analysis (BIA) and a risk evaluation.

The primary goal of the BCMS is to ensure organizational stability, as well as coordinate recovery of critical business functions in the event of disruption or disaster. Talkdesk ensures disaster recovery plans and backup policies are tested periodically.

Additionally, Talkdesk has the highest levels of resilience and redundancy to ensure the highest level of availability. Talkdesk has a disaster recovery strategy in place to ensure that in case of an event impacting our infrastructure, we can keep the services running.



# VII. Third party risk management

Talkdesk evaluates new third-parties to ensure they are aligned with Talkdesk security, privacy and business continuity principles and best practices.

Talkdesk ensures formal agreements with them including, if applicable, clear definition of responsibilities, information security incident management, clear communication channels, and points of contact for security and privacy topics (including for security incidents).

Talkdesk also conducts regular due diligence, according to the third-party risk level, to ensure information security, privacy and business continuity posture, and commitment from third-parties has not degraded over time. These reviews can be performed using reports from audit firms, certifications reviews (like SOC2 and ISO certifications), surveys, penetrations test results, etc.



# VIII. Privacy management



When customers use Talkdesk, we have the obligation to protect their data — that is part of our DNA. So, Talkdesk gives its customers control of the data by letting them decide who in their organization has access to what and allowing them to assign specific permissions to specific roles.

Talkdesk does not access customer data or customer environments as part of day-to-day operations. When a customer requests support, authorized Talkdesk employees are able to view customer data only when specifically requested or required, such as when a customer asks their Talkdesk representative to make recommendations on how to improve the user's experience.

Talkdesk employees are trained and understand how to securely handle customer data to protect their privacy and confidentiality.

Talkdesk also embraces GDPR, CCPA and HIPAA principles:

- For GDPR customers, Talkdesk provides a Data Processing Agreement.
- For HIPAA compliance, customers can sign a Business Associate Agreement.

# More information about GDPR and CCPA available in:

- Talkdesk GDPR Compliance ebook.
- CCPA California Consumers Privacy Act ebook.



# Privacy by design and by default

Privacy regulations and standards require Talkdesk to integrate data protection and privacy concerns into every aspect of processing activities - think privacy and data protection since the beginning of a new process, system or product.

Talkdesk implemented a "privacy by design and by default" policy to ensure that processes, systems and products are designed in a way that the collection and processing of personal data are limited to what is necessary for the identified purpose.

# IX. Compliance & accreditation

Talkdesk provides the most secure, with the highest uptime, and the best customer experience (CX) to its customers.

To accomplish this goal, Talkdesk has implemented and has been certified in international industry certifications and frameworks such as:

- SOC2 Type II, SOC3.
- PCI-DSS Level 1.
- ISO 27001 for Information Security Management Systems (ISMS).
- ISO 27701 for Privacy Information Management Systems (PIMS).
- ISO 22301 for Business Continuity Management Systems (BCMS).
- APEC CBPR (Cross Border Privacy Rules).
- APEP PRP (Privacy Recognition for Processors).
- CSA Star Level 1.
- and Cyber Essentials (UK).

Talkdesk follows additional security frameworks, such as NIST and OWASP. Talkdesk is compliant with several privacy laws such as GDPR and HIPAA. We are also corporate members of the Cloud Security Alliance (CSA) and a CSA Trusted Cloud Provider, members of Cyber Security Information Sharing Partnership (CiSP) and the International Association of Privacy Professionals (IAPP).

Talkdesk has a dedicated security team that works every day to ensure the proper measures are in place to keep your data safe. In addition to closely monitoring our threats landscape, they also conduct regular audits of our system.

# Conclusion

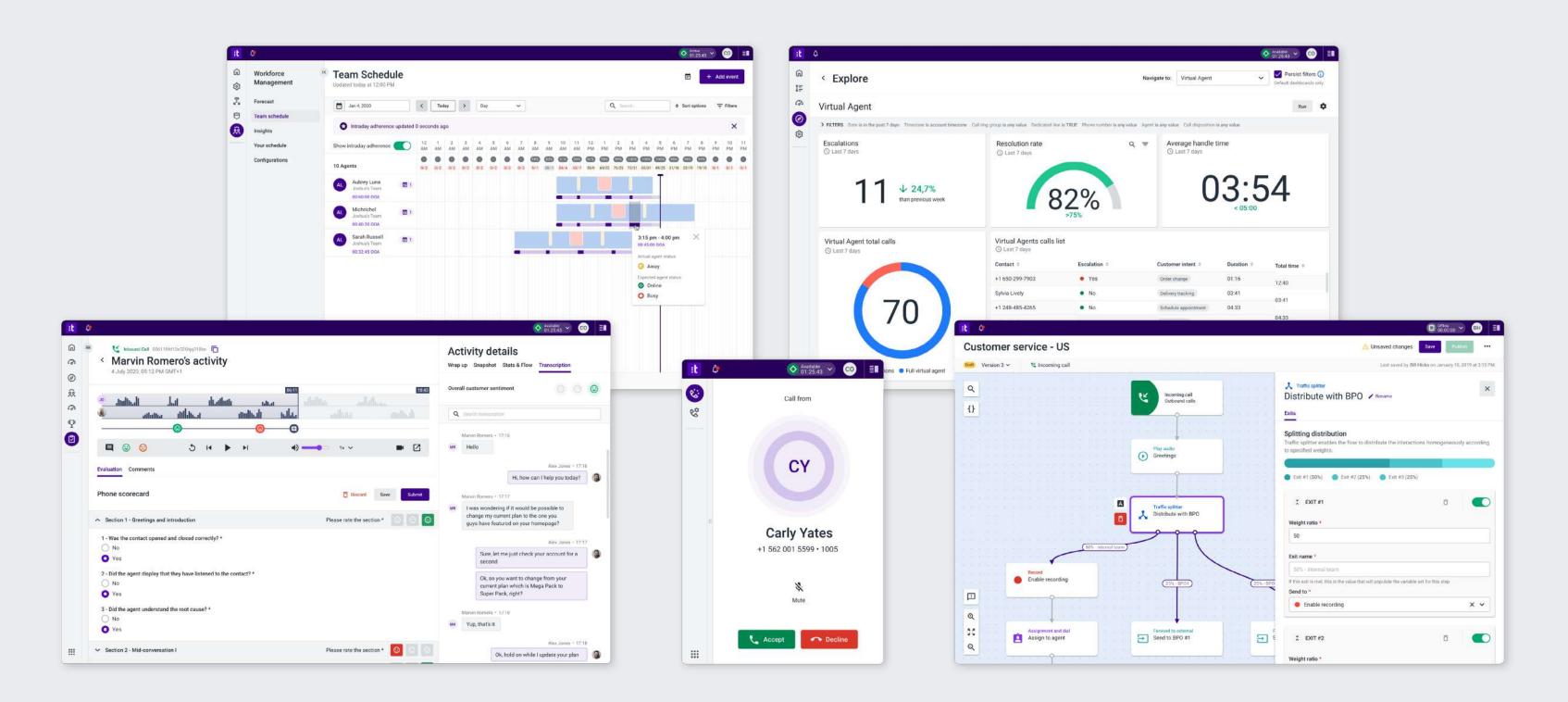
Security, Privacy and Business Continuity are an ongoing process with several components.

At Talkdesk, we take security, privacy, and business continuity seriously and work every day to improve and keep your information protected. The protection of user data is a primary design consideration for all of Talkdesk infrastructure, applications, and personnel operations. Protection of user data is far from being an afterthought or the focus of occasional initiatives—it's an integral part of what Talkdesk does.

That's why Talkdesk has talented and skilled professionals that hold several international security certifications, uses industry-best technology to address risks, and has processes to make sure everything functions optimally, always with the continuous improvement mindset.



# Automation-first customer experience solutions



# :talkdesk®

+1 (888) 743-3044 www.talkdesk.com

Talkdesk® is a global customer experience leader for customer-obsessed companies. Our contact center solution provides a better way for businesses and customers to engage with one another. Our speed of innovation and global footprint reflect our commitment to ensure businesses everywhere can deliver better customer experiences through any channel, resulting in higher customer satisfaction, cost savings and profitability. Talkdesk CX CloudTM is an end-to-end customer experience solution that combines enterprise scale with consumer simplicity. Over 1,800 innovative companies around the world, including IBM, Acxiom, Trivago, and Fujitsu partner with Talkdesk to deliver a better way to great customer experience. Learn more and request a demo at <a href="https://www.talkdesk.com">www.talkdesk.com</a>

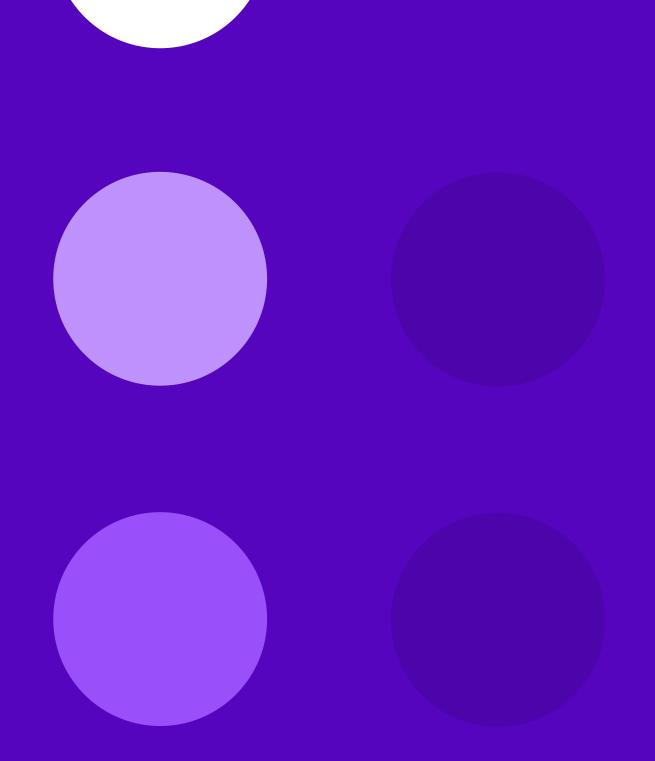
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# :talkdesk°

**Project Timeline for RFP** 

# City of Columbus

July 2023

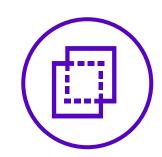


# **Scope Blocks and WBS Inputs**



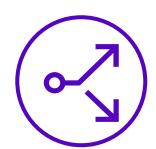
### **Services**

Inbound Outbound (Dialer) DE (Email, Chat, SMS)



Integrations

**Custom CRM** 



Connectivity

BYOC



### **Additional Features**

Customer Experience Analytics, QM, Feedback, API Access



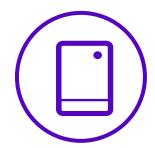
**Inbound Flow** 

77 Voice Flows with Data Dips



**Agent Count** 

269 Agents



**Numbers** 

~100 numbers



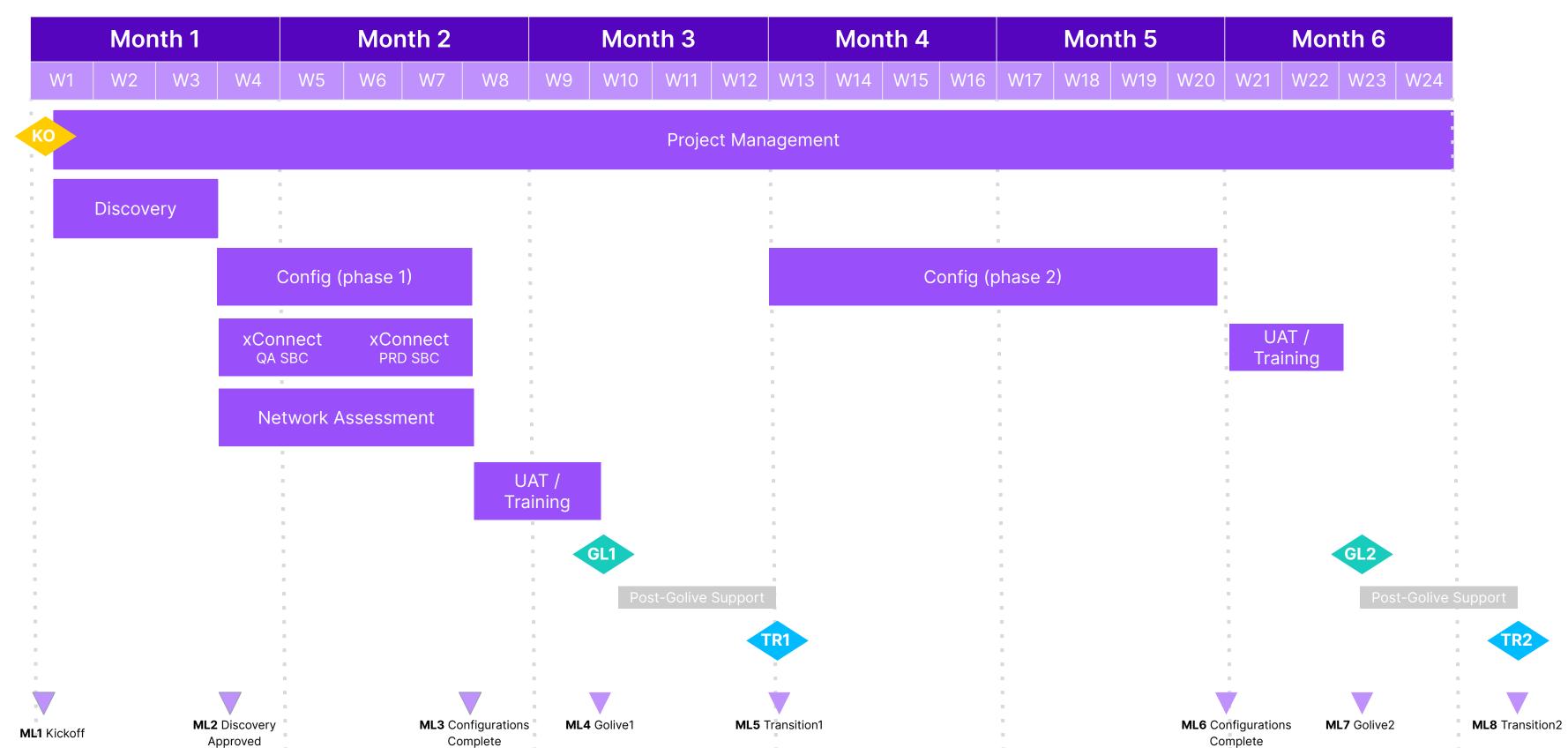
### **Timelines/ Expectations**

Twelve month timeline

# High-Level Timeline View (4 Phases)

### Legend:

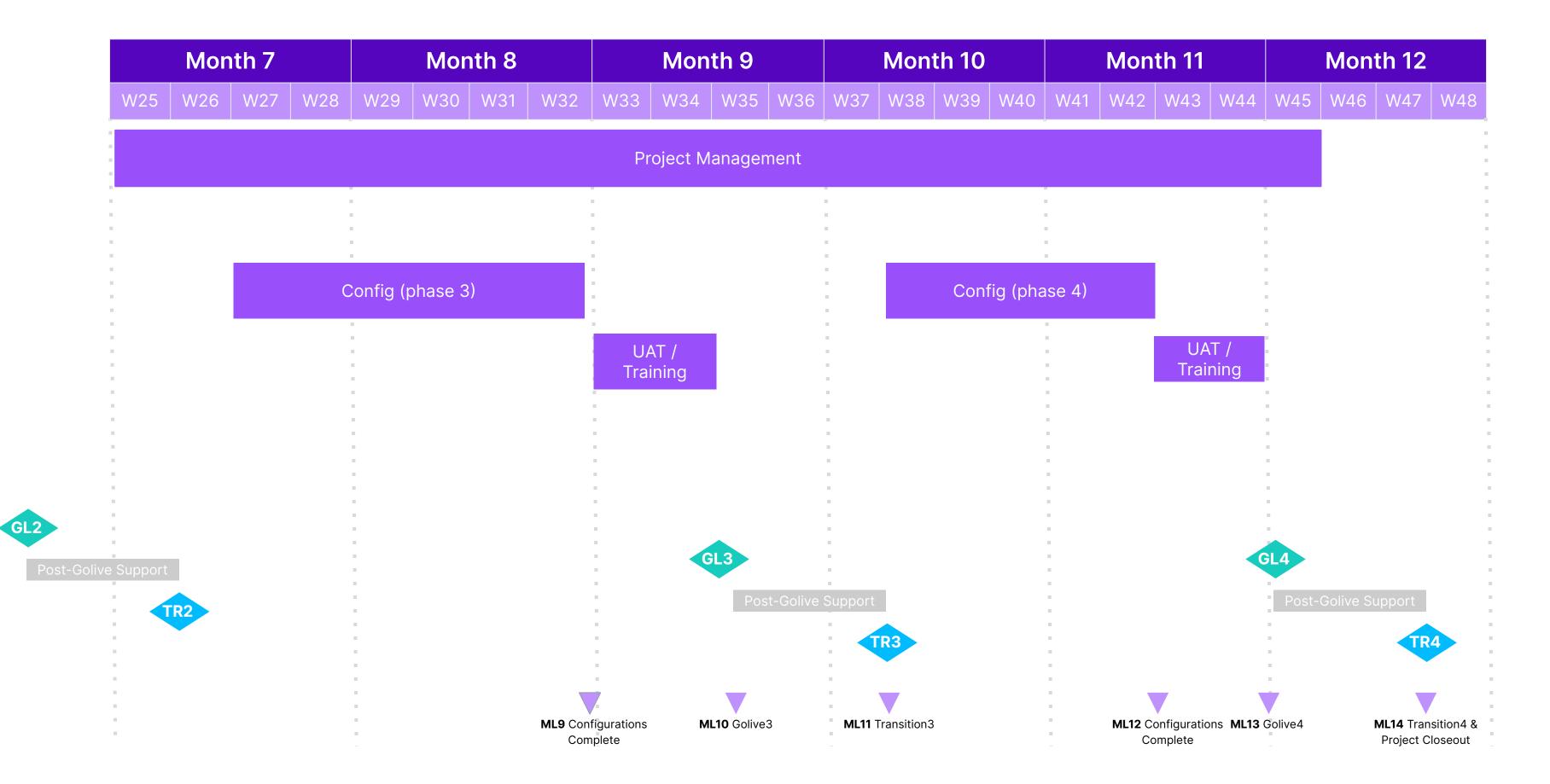
- KO Project Kickoff
- GLx Golive
- TR Transition to CSM/Support



# High-Level Timeline View (4 Phases) - cont'd

### <u>Legend:</u>

- KO Project Kickoff
- GLx Golive
- TR Transition to CSM/Support



# Milestones & Timeline Assumptions

Milestone ID	Milestone Name	Relative Date
ML1	Kickoff	ТО
ML2	Discovery Approved	T0 + 3w
ML3	Configurations Complete	T0 + 7w
ML4	Golive 1	T0 + 9w
ML5	Transition 1	T0 + 12w
ML6	Configurations Complete	T0 + 20w
ML7	Golive 2	T0 + 22w
ML8	Transition 2	T0 + 25w
ML9	Configurations Complete	T0 + 32w
ML10	Golive 3	T0 + 34w
ML11	Transition 3	T0 + 37w
ML12	Configurations Complete	T0 + 42w
ML13	Golive 4	T0 + 44w
ML14	Transition 4 & Project Close	T0 + 47w

### **Timeline Assumptions**

- Assumes 269 agents
- Project split in 4 phases:
- Discovery done for entire scope at project start.
- Configurations are done directly on production Talkdesk.
- 12 month timeline is for illustrative purposes
- Talkdesk implementations move at the speed of our clients. We can move faster or slower depending upon the level of comfort / appetite for change
- Presented milestones up to the major implementation gates or project phases further breakdown will be done on the project plan, during the Implementation.
- **Relative dates** are directly obtained from the timeline view and relative to moment T0 "Kickoff".

<sup>&</sup>quot;Please note that this is an high-level timeline for what we know today. The actual project plan and timeline will be built as part of the project discovery phase."



### January 2023

It is an honor and a privilege for companies to entrust the most important part of their business to Talkdesk—the customer experience (CX). Since inception, we have put our customers first in everything we do. Most recently, Talkdesk was positioned as a Leader in the 2022 Gartner Magic Quadrant for Contact Center as a Service (CCaaS) and the Forrester Wave: CCaaS Providers, Q3 2020. The company was also named to the 2022 Forbes Cloud 100 list (#8). We are notably applauded in these reports as a provider that excels in customer service. According to Drew Kraus, Vice President of Research with Gartner, CX leaders should "consider Talkdesk for CCaaS if you need 'white glove' customer service, including for small and mid-sized business..."

Innovation is in our DNA, and we take pride in claiming that more than 50% of Talkdesk employees are part of research and development (R&D), a commitment unparalleled in the industry. Talkdesk has completely challenged and transformed the contact center industry with powerful, easy-to-use cloud-based software that enables CX-focused companies to set-up a contact center anywhere in the world in days or weeks, versus months. Our mission is to help organizations around the world build brand love and loyalty by delivering exceptional customer experiences. We are doing just that by revolutionizing the customer service market with the industry's first and only modern, global end-to-end customer experience solution combining enterprise performance with consumer simplicity.

As a private company, Talkdesk does not release our audited financial statements; however, I want to share highlights and metrics to give you a better understanding of Talkdesk's fiscal health. For more information on any of these highlights, please visit our website with links to press releases, analyst reports, customer testimonials and other publicly available information.

In August 2021, Talkdesk announced its series D funding of \$230 million and is now valued at more than \$10 billion dollars, placing it among the most highly valued private companies in the SaaS or enterprise software industry. The funding came from new investors Whale Rock Capital Management, TI Platform Management, and Alpha Square Group, as well as from existing investors Amity Ventures, Franklin Templeton, Top Tier Capital Partners, Viking Global Investors, and Willoughby Capital. In total, Talkdesk has raised \$498 million in funding since inception. With such strong funding, Talkdesk is



committed to continue investing into R&D, continuing to bring to our customers the best contact center product in the industry.

Since 2018, Talkdesk has been on a rapid upward trajectory, being named to the Forbes Cloud 100 list since 2017, recently ranking #8 in 2022, and winning numerous innovation and leadership awards. In 2018, Talkdesk announced the industry's first and only 100% uptime SLA—setting a reliability standard nearly impossible for other providers to reach. With rapid growth year over year, nearly 2.000 employees around the world, and 95% CSAT, Talkdesk is the fastest growing cloud contact center vendor in the industry.

Talkdesk's mission is to offer a better way for organizations to unlock the promise and potential of great customer experience. Over 1,800 innovative companies around the world, including IBM, Acxiom, Trivago, and Fujitsu partner with Talkdesk to deliver a better way to great customer experience.

Talkdesk CX Cloud offers enterprise-class security, reliability and voice quality, and delivers industry-leading, high-definition voice quality with an average Mean Opinion Score (MOS) of 4.25 worldwide and 4.28 for the U.S. Talkdesk uses international security standards best practices, such as ISO 27001/27002, NIST, HIPAA, PCI-DSS, Privacy Shield Framework, OWASP and Cloud Security Alliance (CSA). With more than 30 security certifications, including SOC2, SOC3 and PCI-DSS level 1, HIPAA and GDPR compliance, Talkdesk CX Cloud is backed by the industry's most comprehensive set of security certifications and standards to ensure all security measures are in place to safeguard customer information. As the first CCaaS provider to offer ISO 22301:2012 certification for business continuity, Talkdesk establishes a new benchmark for the industry and stands alone as the leader in CCaaS security and availability.

Talkdesk recently achieved another milestone with the announcement that a Fortune 100 global leader moved more than 10,000 customer service agents to Talkdesk in the industry's largest, single-instance cloud contact center deployment. Following closely, the company also announced that a Fortune 100 healthcare company moved nearly 1,500 agents to work from home on Talkdesk within hours.

Talkdesk is continuously hailed as a market leader by analysts and industry pundits. To quote Zeus Kerravala, Founder and Principal Analyst of ZK Research, "Talkdesk burst onto the scene and has seen immediate success due to its advanced capabilities and rapid innovation. In fact, Talkdesk is now a



mainstay and Leader in Gartner's Cloud Contact Center Magic Quadrant, a testament to the quality of its product."

From a financial perspective, we can provide the following information:

- We are over \$300 million in annual recurring revenue
- We operate globally and operate in over 100 countries
- Gross margin of over 80%
- Our cash balance as of October 31, 2022 is over \$135 million and we have zero debt
- Our financials are audited by Ernst & Young

In addition to the information previously mentioned, I am happy to discuss Talkdesk further with you in a phone conversation and address any questions you might have.

Sincerely,

/s/ Sydney Carey

Sydney Carey CFO Talkdesk, Inc.



### **MASTER SUBSCRIPTION AGREEMENT**

This Agreement (as defined below) sets forth the terms and conditions of the customer relationship between **City of Columbus**, a \_\_\_\_\_\_ (the "Customer") and Talkdesk Inc., a Delaware corporation ("Talkdesk") and will be effective on the date of Customer's signature set forth below (the "Effective Date").

Customer Address for Notices:	Talkdesk Address for Notices:
77 N Front St	Talkdesk, Inc.
Columbus, OH	440 N Barranca Avenue #4375
United States 43215	Covina, CA 91723
	Attn: General Counsel; Legal Department
	Email: legal@talkdesk.com
Agreed to and accepted:	Agreed to and accepted:
City of Columbus	Talkdesk, Inc.
Ву:	Ву:
Title: Purchasing	Title: Senior Vice President, Corporate Controller and
	CAO
Name: City of Columbus Purchasing	
	Name: Nick Gerostathos
Date: June 23, 2023	
	Date: June 23, 2023



#### MASTER SUBSCRIPTION AGREEMENT TERMS

#### 1. **DEFINITIONS.**

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. Affiliates of Customer are included in the definition of "Customer".

"Agreement" includes, as applicable, any SOW, any Order Form, these Master Subscription Agreement Terms, and any other exhibit expressly incorporated by reference or attached hereto. In the event of a conflict between the terms of any Order Form with the other provisions of the Agreement, the terms of the Order Form will control, but (a) only with respect to the specific Product(s) or Services purchased under such Order Form, and (b) only if the Order Form specifically references the conflicting provisions(s) of this Agreement with the intention to supersede such provision(s).

"Authorized Partner" means a third party reseller or distributor who has been authorized by Talkdesk to resell, distribute, or provide Talkdesk Services or Professional Services.

"Authorized Users" means Customer's employees and independent contractors working for or on behalf of Customer in the ordinary course of Customer's business for whom access to the Talkdesk Services has been purchased, regardless of actual usage, pursuant to this Agreement.

"Confidential Information" means all information disclosed by a party (a "Disclosing Party") to the other party (the "Receiving Party"), whether in oral, written, or other tangible or intangible form, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Talkdesk includes the Services and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. Confidential Information of Customer does not include Customer Data.

"Customer Data" means any electronic data, information or material provided or submitted by or for Customer or its Authorized Users into the Talkdesk Services, excluding Third-Party Content and Third-Party Products; provided, however, that Customer Data does not include Usage Data or Customer Data that is aggregated and de-identified. The obligations governing Customer Data are defined in Section 3.6.

"Damages" means any damages awarded by a court of competent jurisdiction against Customer (or agreed to in a settlement by Talkdesk) resulting from the IP Claim, including any awarded costs and awarded attorneys' fees.

"Documentation" means any usage guides and policies that are provided or made available by Talkdesk, as updated from time to time, accessible online or via login to the applicable Services.

"Early Access Services" means Talkdesk Services or functionality that is pre-release and may be made available to Customer at Talkdesk's discretion.

"GDPR" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996.

"Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Marketplace" means an online directory, catalog or marketplace of applications that interoperates with the Services, including, for example, the AppConnect marketplace at <a href="https://www.talkdesk.com/call-center-software/platform/appconnect/">https://www.talkdesk.com/call-center-software/platform/appconnect/</a>, and any successor websites.

"Order Form" shall mean an ordering document governed by this Agreement identifying the Services to be made available by Talkdesk pursuant to this Agreement, which may detail, among other things, the number of Authorized Users, or any click-through agreement entered into by Customer within the Talkdesk Services.

"Professional Services" are professional services rendered under the scope of an SOW.

"Representatives" means a party's director, officer, agent, employee, subsidiary, parent company, or financial or legal adviser. Any recipient of a permitted disclosure of Confidential Information under Section 7.2 shall be deemed a Representative.

"Services" means the Professional Services together with the Talkdesk Services.

"Service Term" means the period of time identified in the Order Form, beginning on the Start Date, for which Customer is purchasing and will be entitled access to the applicable Talkdesk Services (the "Initial Term", and any renewal thereof, each, a "Renewal Term"), as applicable.

"SOW" means a document governed by this Agreement describing any Professional Services.

"Talkdesk Services" means the software as a service and communication services (e.g., products, services, and minutes) to be provided by Talkdesk as identified in the Order Form, as may be modified by Talkdesk to maintain or improve the quality or marketability of the Talkdesk Services or to bring Talkdesk's provision of the Talkdesk Services into compliance with applicable law.

"Taxes" means any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use, excise, or withholding taxes, assessable by any jurisdiction whatsoever.

"Third-Party Product" means a Web-based, mobile, offline or other software application functionality that interoperates with the Services, that is provided by Customer or a third party and/or listed on a Marketplace.

"Third-Party Content" means information obtained by Talkdesk from publicly available sources or its third-party content providers and made available to Customer through the Services, Early Access Services or pursuant to an Order Form, as more fully described in the Documentation.

"Usage Data" means any information or data associated with or collected from Customer and each Authorized User relating to the usage or results of the Talkdesk Services.

#### 2 SERVICES.

- 2.1 Talkdesk Services. Subject to the terms and conditions of this Agreement and the applicable Order Form, Talkdesk hereby grants Customer a revocable, limited, non-exclusive, non-sublicensable, and non-transferable right to access and use (and to permit the Authorized Users to access and use) the Talkdesk Services during the Service Term, solely to support the internal business operations of Customer and its Affiliates. All rights in the Talkdesk Services not expressly granted in this Agreement are reserved to Talkdesk. Customer will not provide access to the Talkdesk Services to any third party without Talkdesk's prior written consent.
- 2.2 Authorized User Credentials. Customer shall be responsible for and liable for its Authorized Users' compliance with this Agreement. Each Authorized User must create and use unique access credentials, and Customer shall ensure user IDs and passwords are not shared or used by more than one Authorized User. Customer shall take all reasonable precautions to prevent unauthorized access to or use of the Talkdesk Services and shall notify Talkdesk promptly of any unauthorized access or use. Customer shall be responsible

for any unauthorized usage that occurs due to misuse of its log-in credentials. Customer will be solely responsible, at Customer's expense, for acquiring, installing and maintaining all hardware, software and other equipment as may be necessary for Customer and each Authorized User to connect to, access, and use the Talkdesk Services.

2.3 Provision of Support; Support Requirements. Talkdesk will provide applicable Talkdesk standard support for purchased Talkdesk Services to Customer at no additional charge, and/or upgraded support if purchased. A support ticket may only be opened by Customer's administrators. Before the established go-live date, each Customer administrator must complete the Talkdesk Admin and Advanced Admin certification track and ensure that all Authorized Users complete the applicable certification track based on their role (Agent, Supervisor, Admin and/or Advanced Admin). All Talkdesk Academy users must use their corporate email for registration.

#### 3 USE OF SERVICES AND CUSTOMER DATA

- 3.1 Subscriptions. Unless otherwise provided in the applicable Order Form or Documentation: (a) Services are purchased as subscriptions for each Authorized User for the Service Term, (b) subscriptions for Services for additional Authorized Users may be added during the Service Term (and shall be subject to the terms of this Agreement) through an Order Form or by placing an order at Talkdesk's online portal, prorated for the portion of that Service Term remaining at the time the subscriptions are added, and (c) any added subscriptions will be co-terminus with the underlying subscriptions. The number of subscriptions for Authorized Users may only be decreased between the Initial Term and any Renewal Term, or between Renewal Terms, provided that Customer delivers a notice of such decrease to Talkdesk at <a href="mailto:billing@talkdesk.com">billing@talkdesk.com</a> at least thirty (30) days prior to the beginning of the Renewal Term.
- 3.2 Customer Responsibilities. Customer will: (a) comply (and be responsible for its Authorized Users' compliance) with this Agreement, the Documentation, and the Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any Third-Party Product with which Customer uses the Services or Third-Party Content, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and Third-Party Content, and notify Talkdesk promptly of any such unauthorized access or use, (d) use the Services and Third-Party Content only in accordance with this Agreement, Documentation, Order Forms and applicable laws and government regulations, and (e) comply with the terms of service of any Third-Party Product with which Customer uses the Services or Third-Party Content. If Customer uses the Talkdesk Services and elects not to use the encryption settings, Customer acknowledges that unencrypted communications sent to or from Customer, through the Talkdesk network, do not meet Talkdesk's security requirements. Customer assumes all risk and responsibility for any unauthorized disclosure or other breach of Customer Data due to Customer's election to not use encryption.
- 3.3 Removal of Third-Party Content and Third-Party Product. If Customer receives notice that Third-Party Content or a Third-Party Product must be removed, modified and/or disabled to avoid violating applicable law or third-party rights, Customer will promptly do so. If Customer does not take required action in accordance with the above, or if in Talkdesk's judgment continued violation is likely to reoccur, Talkdesk may disable the applicable Third-Party Content, Services and/or Third-Party Product. If requested by Talkdesk, Customer shall confirm such deletion and discontinuance of use in writing, and Talkdesk shall be authorized to provide a copy of such confirmation to any such third-party claimant or governmental authority, as applicable. In addition, if Talkdesk is required by any third-party rights holder to remove Third-Party Content, or receives information that Third-Party Content provided to Customer may violate applicable law or third-party rights, Talkdesk may discontinue Customer's access to Third-Party Content through the Services.
- **3.4 Use Restrictions.** Customer and all Authorized Users must comply with Talkdesk's Acceptable Use Policy located at <a href="https://www.talkdesk.com/es-es/legal/acceptable-use-policy/">https://www.talkdesk.com/es-es/legal/acceptable-use-policy/</a> (the "Acceptable Use Policy") and any applicable acceptable use or similar policies imposed by the applicable telco carrier.
- **3.5 Customer Data**. Customer acknowledges that Talkdesk is not responsible for the creation, content, or use of the Customer Data by Customer or any third party. Customer represents that it owns or has acquired the

necessary licenses to grant Talkdesk the below license to use Customer Data. During the Service Term and for thirty (30) days thereafter, Customer may export its Customer Data from the Talkdesk Service (the "Export Period"). After the Export Period, Talkdesk may delete Customer Data in accordance with its standard schedule and procedures.

- **3.6 Protection of Customer Data.** Talkdesk will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Authorized Users).
- 3.7 License by Customer to Talkdesk. Customer grants Talkdesk, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any Third-Party Product and program code created by or for Customer using any Services or for use by Customer with the Services, and Customer Data, each as appropriate for Talkdesk to provide and ensure proper operation of the Services and associated systems in accordance with this Agreement. If Customer chooses to use a Third-Party Product with the Services, Customer grants Talkdesk permission to allow the Third-Party Product and its provider to access Customer Data and information about Customer's usage of the Third-Party Product as appropriate for the interoperation of that Third-Party Product with the Services. Subject to the limited licenses granted herein, Talkdesk acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data, Third-Party Product or such program code.
- 3.8 License by Customer to Use Feedback. Customer grants to Talkdesk and its Affiliates a worldwide, perpetual, irrevocable, royalty free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Authorized Users relating to the operation of Talkdesk's or its Affiliates' business, including but not limited to its Services, implementation of the Services, Third-Party Content, and Marketplace. Talkdesk may use de-identified, aggregated Customer Data for the purpose of maintaining or improving the Services or Marketplace.

#### 4 PROFESSIONAL SERVICES AND EARLY ACCESS SERVICES.

- 4.1 **Professional Services.** If Professional Services are purchased from Talkdesk: (i) Talkdesk will perform Professional Services on a time and materials basis unless otherwise stated in a SOW or Order Form, (ii) Talkdesk shall control how the Professional Services are performed, (iii) Talkdesk reserves the right to make all staffing decisions in its sole and reasonable discretion, and (iv) Customer shall make available at no charge all technical data, computer facilities, programs, files, documentation, test data, sample output, office space, equipment and other assistance as reasonably requested by Talkdesk in the performance of Professional Services. If Professional Services are purchased from an Authorized Partner: (i) Customer will be required to accept the Authorized Partner's terms of service, and such terms constitute a binding agreement between Customer and the relevant Authorized Partner only, (ii) Talkdesk makes no representations, endorsements, guarantees, or warranties, express or implied, with respect to any such Professional Services purchased from an Authorized Partner, and (iii) Talkdesk is not responsible for the provision of any Professional Services purchased from that Authorized Partner or any claims that Customer or any other party may have relating to those Professional Services or the provision thereof.
- **4.2 Early Access Services**. From time to time, Customer may purchase and/or access Early Access Services. Any use of Early Access Services is subject to Talkdesk's Early Access Agreement located at <a href="https://www.talkdesk.com/legal/early-access-agreement/">https://www.talkdesk.com/legal/early-access-agreement/</a>.

### 5 THIRD-PARTY PRODUCTS.

5.1 Usage of Third-Party Products. Talkdesk may make Third-Party Products available through a Marketplace, such as AppConnect. If Customer, at Customer's discretion, chooses to use a Third-Party Product, then Customer may be required to accept the Third-Party Product provider's terms of service ("Third-Party Provider's Terms") as part of the Third-Party Product installation process. Customer acknowledges for each Third-Party Product Customer purchases through the Marketplace, the Third-Party Provider's Terms constitute a binding agreement between Customer and the relevant Third-Party Product provider only. The Third-Party Product provider of each Third-Party Product is solely responsible for that Third-Party Product,

the content therein, and any claims that Customer or any other party may have relating to that Third-Party Product or Customer's use of that Third-Party Product. Customer acknowledges that: (a) Customer is purchasing the license to each Third-Party Product from the relevant Third-Party Product provider; (b) Talkdesk is acting as agent for the Third-Party Product provider in providing each such Third-Party Product; (c) Talkdesk is not a party to the license between Customer and the Third-Party Product provider with respect to that Third-Party Product; and (d) Talkdesk is not responsible for that Third-Party Product, the content therein, or any claims that Customer or any other party may have relating to that Third-Party Product or Customer's use of that Third-Party Product. Customer acknowledges and agrees that Talkdesk and its Affiliates are third-party beneficiaries of the agreement between Customer and the Third-Party Product provider for each Third-Party Product, and that Talkdesk and its Affiliates have the right (and will be deemed to have accepted the right) to enforce such license against Customer as a third-party beneficiary thereof. The Third-Party Product Provider's Terms shall not modify or otherwise supersede the terms and conditions of this Agreement. By purchasing a Third-Party Product, Customer grants Talkdesk permission to share Customer Data with the Third-Party Product provider as necessary in order to provide Customer the Third-Party Product.

- **5.2 Disclaimer.** Talkdesk makes no representations, endorsements, guarantees, or warranties, express or implied, with respect to Third-Party Products, including but not limited to the continuing availability of such Third-Party Products or the continuing ability to use and integrate the Talkdesk Services with such Third-Party Products. Talkdesk is not responsible for any disclosure, modification or deletion of Customer Data caused by, or resulting from access by, a Third-Party Product or its provider. Talkdesk does not warrant or support Third-Party Products, whether or not they are designated by Talkdesk as "certified" or otherwise, unless expressly provided otherwise in an Order Form. If Customer uses Talkdesk's xConnect services, Customer acknowledges that communications sent over Customer's carrier network may not meet Talkdesk's security requirements, including but not limited to encryption standards. Customer assumes all risk and responsibility for the actions or inactions of Customer's carrier.
- **5.3 Integration with Third-Party Products.** The Services may contain features designed to interoperate with Third-Party Products. Talkdesk cannot guarantee the continued availability of such Services features and may cease providing them without entitling Customer to any refund, credit, or other compensation if, for example and without limitation, the provider of a Third-Party Product ceases to make the Third-Party Product available for interoperation with the corresponding Services features in a manner acceptable to Talkdesk.

### 6 INVOICE AND PAYMENT.

- 6.1 License Fees. Beginning on the Start Date identified on the Order Form, Customer shall pay Talkdesk (or its Authorized Partner, as applicable) all fees identified in an Order Form ("License Fees"). Except as otherwise stated in the Order Form: (i) License Fees are based on the provision of Talkdesk Services and Third-Party Product subscriptions purchased and not actual usage; usage is billed as provided in Section 6.3, (ii) payment obligations are non-cancelable and fees paid are non-refundable, (iii) quantities purchased cannot be decreased during the Service Term, (iv) Customer shall pay Talkdesk the License Fees annually in advance, and (v) the License Fees shall increase by the amount specified on the Order Form as the "Renewal Uplift" at the beginning of each Renewal Term.
- **6.2 Professional Services Fees**. Customer shall pay Talkdesk (or its Authorized Partner, if applicable) the fees for the Professional Services identified in a SOW or Order Form ("Professional Services Fees") in the manner provided in the SOW or Order Form, subject to any other terms and conditions contained in this Agreement.
- 6.3 Usage Fees. In addition to the other fees identified herein, Customer will be charged usage fees based on Customer's use of the Services, as applicable, including but not limited to minutes for calls, phone number line access fees, SMS fees, and transcription fees ("Usage Fees"). Customer agrees to pay all Usage Fees billed by Talkdesk. Customer may choose to purchase credits in advance which may be applied toward Usage Fees ("Prepaid Credits") or pay the Usage Fees monthly in arrears. Prepaid Credits may not be applied toward License Fees or Professional Services Fees. If Customer does not purchase Prepaid Credits or Customer's Prepaid Credits balance reduces to zero, Talkdesk will deliver monthly invoices to Customer for any Usage Fees incurred by Customer.

- 6.4 Payment Terms. Unless otherwise provided on an Order Form, Customer shall pay all License Fees and Usage Fees within thirty (30) days of the applicable invoice date. If Customer fails to pay any invoice within such period, Talkdesk shall be entitled to interest from the day on which the invoice is due, without limiting Talkdesk's rights or remedies. Both parties agree that the rate of interest on past due invoices shall be up to the maximum amount permitted by applicable law. Customer shall reimburse Talkdesk for all costs incurred by Talkdesk in collecting any late payments, fees or interest, including but not limited to attorneys' fees, court costs, and collection agency fees.
- 6.5 Taxes. Unless provided to the contrary in an Order Form, Talkdesk's fees do not include any Taxes. Customer is responsible for paying all Taxes associated with its purchases hereunder. Talkdesk is solely responsible for taxes assessable against it based on its income, property and employees. If Customer is required to pay any withholding tax, charge or levy with respect to payments to Talkdesk ("Withholding Taxes"), Customer agrees to gross up payments actually made to Talkdesk such that Talkdesk receives sums due in full and free of any deduction of any such Withholding Tax, subject to Talkdesk providing documentation to support the lowest legal withholding rate under the applicable double tax treaty.
- **Acceleration.** If any charge or fees owed by Customer under this or any other agreement for Services is thirty (30) days or more overdue, Talkdesk may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable.

#### 7 CONFIDENTIALITY AND PUBLICITY.

- 7.1 Protection of Confidential Information. As between the parties, each party retains all ownership rights in and to its Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall: (i) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; (ii) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the same degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and (iii) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 7. The obligations in this Section 7 shall not apply to any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received by the Receiving Party from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. For the avoidance of doubt, the non-disclosure obligations set forth in this Section 7 apply to Confidential Information exchanged between the parties in connection with the evaluation of additional Talkdesk services and expressly supersedes and replaces in its entirety any confidentiality and/or nondisclosure agreement previously entered into between Talkdesk and Customer.
- 7.2 Permitted Disclosure. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this Section 7. Notwithstanding the foregoing, Talkdesk may disclose the terms of this Agreement and any applicable Order Form to a subcontractor or Third-Party Product provider to the extent necessary to perform Talkdesk's obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.
- 7.3 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall: (i) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under this Section 7; and (ii) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives its rights under this Section 7.3 or, after providing the notice and assistance required under this

- **Section 7.3**, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.
- **7.4 Publicity**. Subject to such other party's prior written approval in each instance, either party may issue publicity or general marketing communications concerning its involvement with the other party. Customer hereby grants a limited, worldwide, royalty-free license to Talkdesk to display Customer's name and logo on its website and in marketing materials during the Service Term; provided, however, that Customer may revoke this license by providing written notice to Talkdesk at <a href="Legal@talkdesk.com">Legal@talkdesk.com</a>. Customer shall cooperate with Talkdesk to issue a press release announcing that it has selected Talkdesk as a preferred partner no later than forty-five (45) days after signing this Agreement. Customer shall cooperate with Talkdesk to issue a case study no later than ninety (90) days after implementation is complete, discussing the success metrics, and shall participate in other marketing-related activities related to the Talkdesk implementation.

#### 8 INTELLECTUAL PROPERTY RIGHTS.

- Talkdesk Intellectual Property. Customer acknowledges that it does not have any ownership or other rights 8.1 in or to the Services or the Documentation except as specifically described in this Agreement, and Talkdesk shall exclusively own and retain all right, title and interest in and to all of its intellectual property of every kind, including in and to all inventions (whether patented or not), copyrights and works of authorship (whether subject to a U.S. copyright registration or not), know-how, software applications, routines, source and object code, algorithms, APIs, processes and workflows, and improvements, enhancements, derivations or modifications of any of the foregoing that were or are developed by Talkdesk in connection with the Services or the Documentation. Nothing herein shall be interpreted as a license, transfer or grant by Talkdesk to Customer of any interest in or to Talkdesk intellectual property of any kind, including without limitation any subject matter that is patented or patentable, copyrighted (registered or unregistered), constitutes a trade secret or Talkdesk know-how, or any other legally protectible technology, item of information, product, interest or process capable of protection as intellectual property anywhere in the world. To the extent Talkdesk does not retain exclusive ownership of its intellectual property, Talkdesk shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use the intellectual property, including incorporation into Talkdesk Services. Unless otherwise set forth in the SOW or Order Form, Customer is hereby granted a limited license to use such intellectual property solely in connection with the Talkdesk Services.
- **8.2** Customer Intellectual Property. Talkdesk acknowledges that it does not have any ownership or other rights in or to the Customer Data except as specifically described in this Agreement. All of Customer's rights in the Customer Data that are not specifically granted to Talkdesk in this Agreement shall be reserved to Customer.

#### 9 MUTUAL INDEMNIFICATION.

9.1 Indemnification by Customer. Customer will defend, indemnify, and hold Talkdesk harmless from and against all claims, demands, actions, suits, discovery demands, including, without limitation, third-party subpoenas, government investigations or enforcement actions brought against Talkdesk by a third party and any damages, liabilities, losses, settlements, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) related thereto alleging: (i) Customer's use of any feature of the Talkdesk Services violates Customer's contractual, regulatory, or other legal obligations, including but not limited to the Acceptable Use Policy; (ii) Talkdesk's use of any Customer Data as permitted by this Agreement or any Customer Data infringes or misappropriates a third party's Intellectual Property Rights; (iii) a Third-Party Product provided by Customer or the combination of a Third-Party Product provided by Customer and used with the Services infringes or misappropriates a third party's Intellectual Property Rights; or (iv) Customer's use of the Services or Third-Party Content in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form. Talkdesk shall: (a) promptly give Customer written notice of the claim against Talkdesk, (b) give Customer sole control of the defense and settlement of the claim against Talkdesk (except that Customer may not settle any claim against Talkdesk unless it unconditionally releases Talkdesk

- of all liability), and (c) give Customer all reasonable assistance, at Customer's expense.
- Indemnification by Talkdesk. Talkdesk will pay all Damages and defend Customer from and against all claims, 9.2 brought against Customer by a third party alleging that Customer's use of the Talkdesk Services as permitted by this Agreement infringes or misappropriates a third-party copyright, trade secret, trademark or patent ("IP Claim"); provided Customer: (a) promptly notifies Talkdesk of all allegations of any such IP Claim, (b) grants Talkdesk exclusive control over the defense and settlement of any such IP Claim, and (c) gives Talkdesk any information it reasonably requests in connection with the defense of the allegation. If Talkdesk receives notice or information about the IP Claim, Talkdesk may in its discretion and at no cost to Customer: (i) modify the Services so that they are no longer claimed to infringe or misappropriate, (ii) obtain a license for Customer's continued use of such Services in accordance with this Agreement, or (iii) terminate Customer's subscriptions for such Services upon 30 days' written notice and refund Customer any prepaid and unused fees covering the remainder of the Services Term of the terminated subscriptions. The above defense and indemnification obligations do not apply if: (1) the allegation does not state with specificity that the Services are the basis of the IP Claim against Customer; (2) an IP Claim against Customer arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by Talkdesk, if the Services or use thereof would not infringe without such combination; (3) an IP Claim against Customer arises from Services for which there is no charge; or (4) an IP Claim against Customer arises from Third-Party Content, a Third-Party Product or Customer's breach of this Agreement, the Documentation or applicable Order Forms.
- **9.3 Exclusive Remedy.** Section 9.2 states Talkdesk's sole liability to, and Customer's exclusive remedy against, Talkdesk for any IP Claim.
- 10 REPRESENTATIONS.
- **10.1 Representations**. Each party represents that it has validly entered into this Agreement and has the legal power to do so.
- 11 DISCLAIMERS.
- 11.1 GENERAL DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICES (INCLUDING EARLY ACCESS SERVICES), MARKETPLACE, THIRD-PARTY CONTENT, AND THE DOCUMENTATION ARE PROVIDED ON AN "AS IS" AND AS AVAILABLE BASIS, AND TALKDESK DOES NOT MAKE ANY, AND HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS, ENDORSEMENTS, GUARANTEES, OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. TALKDESK DOES NOT WARRANT THAT THE SERVICES: (A) WILL BE ERRORFREE, (B) WILL MEET ANY SPECIFIED SERVICE LEVEL, OR (C) WILL OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME.
- 11.2 EMERGENCY SERVICES DISCLAIMER. UNLESS OTHERWISE PROVIDED IN AN ORDER FORM, THE SERVICES ARE NOT INTENDED TO SUPPORT OR CARRY EMERGENCY CALLS OR SMS MESSAGES TO ANY EMERGENCY SERVICES. NEITHER TALKDESK NOR ITS REPRESENTATIVES WILL BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY CLAIM, DAMAGE, OR LOSS (AND CUSTOMER WILL HOLD TALKDESK HARMLESS AGAINST ANY AND ALL SUCH CLAIMS) ARISING FROM OR RELATING TO THE INABILITY TO USE THE SERVICES TO CONTACT EMERGENCY SERVICES.
- 12 LIMITATION OF LIABILITY.
- 12.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR: (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, BUSINESS INTERRUPTION, PUNITIVE OR EXEMPLARY DAMAGES; OR (ii) ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT) SAVINGS, GOODWILL, BUSINESS OPPORTUNITY, BUSINESS, OR REVENUES; WHETHER OR NOT CHARACTERIZED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE BY ONE OR BOTH PARTIES AND WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 EXCEPT WITH RESPECT TO ITS OBLIGATIONS UNDER SECTION 9.2, IN NO EVENT SHALL TALKDESK'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT PAID

BY CUSTOMER TO TALKDESK PURSUANT TO THIS AGREEMENT FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO SUCH CLAIM. NOR WILL TALKDESK BE LIABLE FOR CUSTOMER'S INABILITY TO USE THE TALKDESK SERVICES BECAUSE OF A FAILURE OR DEGRADATION OF A THIRD-PARTY PROVIDER'S NETWORK, A FAILURE OR DEGRADATION OF INTERNET SERVICES PROVIDERS OR ANY OTHER THIRD-PARTY CAUSE.

### 13 TERM AND TERMINATION.

- **13.1 Term.** Unless earlier terminated as provided herein, this Agreement shall commence as of the Effective Date and will continue until the Service Term of the last active Order Form has expired or has been terminated.
- **13.2 Automatic Renewal.** Unless "Automatic Renewal" is marked as "No" on the applicable Order Form, each Order Form shall automatically renew for successive Renewal Terms of three years in length unless either party gives written notice to the other party of its intention not to renew no later than thirty (30) days prior to the end of the then-current Initial Term or Renewal Term, as applicable.
- **13.3 Termination.** Either party may terminate the Agreement, any Order Form and/or the Service Term in the event that: (a) the other party materially breaches this Agreement and does not cure such breach within thirty (30) days following its receipt of written notice of such breach; or (b) the other party has become insolvent, does not pay its debts as they become due, makes a general assignment for the benefit of its creditors, becomes the subject of any domestic or foreign bankruptcy or insolvency law, or applies for or has a receiver, trustee, or similar agent appointed to manage or dispose of any material portion of its property or business.
- **13.4** Suspension. Talkdesk may suspend access to the Services immediately if Customer: (a) fails to timely pay any amounts due under this Agreement; (b) is in material breach of this Agreement; or (c) is using the Services in violation of law or applicable regulations. Suspension notices under this Section may be sent to the Customer's billing email address stated on the Order Form.
- **13.5 Surviving Provisions.** The sections titled "Invoice and Payment," "Intellectual Property Rights," "Confidentiality and Publicity," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Term and Termination," "Removal of Third-Party Content and Third-Party Product," "Dispute Resolution" and "General Provisions" will survive any termination or expiration of this Agreement, and the section titled "Protection of Customer Data" will survive any termination or expiration of this Agreement for so long as Talkdesk retains possession of Customer Data.

### 14 DISPUTE RESOLUTION.

- **14.1 Class Action Waiver**. To the extent permitted by applicable law, the parties hereby waive their rights to assert any claim as a plaintiff or class member in any purported class action, collective action, private attorney general action, or other representative proceeding.
- **14.2 Choice of Law.** This Agreement and any dispute related to this Agreement shall be governed by and interpreted in accordance with the laws of the State of California without regard to its conflict of laws provisions. If any litigation is validly instituted in connection with this Agreement, the parties hereby consent to the exclusive personal jurisdiction of the state and federal courts in California and waive any objection as to venue or inconvenient forum.
- **14.3 Jury Trial.** The parties hereby waive any right to a jury trial in connection with a dispute related to this Agreement.
- **14.4 Attorneys' Fees**. If any legal proceeding is instituted to enforce the terms of this Agreement, the prevailing party shall be awarded its costs of litigation, including attorneys' fees and other associated costs.

### 15 GENERAL PROVISIONS.

- 15.1 Compliance with Applicable Law. Each party shall ensure that in its performance of this Agreement it will comply with applicable laws and regulations. Customer remains solely responsible for the use of the Services in compliance with applicable laws and regulations including, but not limited to, laws and regulations relating to the recording of phone calls or other electronic communications. Customer shall obtain proper consent prior to starting any call recordings, if so required by applicable laws. In no event shall Talkdesk, its partners or suppliers be liable for any claim or action arising from, or related to, the failure to comply with any law or regulation that specifically applies to Customer's business, industry or activity.
  - 15.1.1 To the extent that Talkdesk processes any personal data (as defined by GDPR), such personal data will be processed in accordance with the terms of the Data Processing Agreement located at <a href="https://www.talkdesk.com/legal/dpa/">https://www.talkdesk.com/legal/dpa/</a>, which shall be incorporated by reference into this Agreement in accordance with the terms thereof, or such other Data Processing Agreement as may be entered into between the parties. To the extent Talkdesk processes any personal data from the European Economic Area, the United Kingdom or Switzerland, the Standard Contractual Clauses, as set forth in the Data Processing Agreement ("SCCs"), apply. By executing this Agreement or any applicable Order Form, Customer and its Affiliate are deemed to have executed the applicable SCCs as set forth in the Data Processing Agreement. For the purposes of the SCCs, Customer and its applicable Affiliates are each the data exporter, and Talkdesk and its applicable Affiliates are each the data importer.
  - **15.1.2** If Customer is subject to HIPAA, Customer and Talkdesk shall enter into a business associate agreement before Customer transfers any electronic personal health information (as defined by HIPAA) to Talkdesk.
  - **15.1.3** Talkdesk maintains a formal security program and the Talkdesk Services are compatible with the requirements of the Payment Card Industry Data Security Standard ("PCI DSS"). If Customer receives or processes credit card information, it shall comply with Talkdesk's PCI DSS requirements and shall ensure that its employees and other representatives do not store cardholder data within the Talkdesk Services.
  - **15.1.4** If the California Consumer Privacy Act ("CCPA") applies to the Customer Data, the parties agree that Talkdesk:
    - a) is receiving the personal information from the Customer pursuant to a business purpose;
    - b) will not sell the personal information (as the term "sell" is defined by the CCPA);
    - c) will retain, use or disclose such personal information only for the specific purpose of performing the Services; and
    - d) shall comply with the restrictions of the CCPA.
- **15.2 Anti-Corruption**. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the restriction contained in this **Section 15.2**.
- **15.3 Export Compliance**. The Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Talkdesk and Customer each represent that it is not named on any U.S. government denied-party list. Customer will not permit any Authorized User to access or use the Services or Documentation in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation.
- **15.4 Force Majeure.** Talkdesk will not be liable for any failure or delay in its performance under the Agreement due to any cause beyond its reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Talkdesk employees), Internet service provider failure or delay, Third-Party Product, or denial of service attack.
- **15.5 Assignment.** Customer may not assign its rights or obligations under this Agreement (including all Order Forms) to a third party without the prior written consent of the other party; provided, however, that

Customer shall have the right to assign, without any consent of Talkdesk, its rights and obligations under this Agreement to any other entity pursuant to a merger, consolidation or reorganization or sale of substantially all of its assets or equity. Talkdesk may freely transfer, assign or delegate this Agreement and/or any Order Form(s) or SOW(s) or its rights and duties under this Agreement and any Order Form(s) or SOW(s). Any purported assignment contrary to this **Section 15.5** shall be void.

**15.6 Notice**. Talkdesk shall deliver notices to the Customer's billing address or billing email address stated on the Order Form. Except as otherwise provided herein, Customer shall deliver notices to:

Talkdesk, Inc.
Attn: General Counsel, Legal Department
440 N Barranca Avenue #4375
Covina, CA 91723
legal@talkdesk.com

All notices under this Agreement must be in writing and must be delivered by hand, by email, by registered or certified mail (postage prepaid), or by commercial overnight delivery service. Notice will be deemed to have been duly given: (1) upon delivery, if delivered by hand to an officer of the receiving party; (2) when sent to the appropriate confirmed email address, if delivered by email; (3) three business days after being mailed by registered or certified mail, postage prepaid, or on the day tracking information indicates delivery, if applicable; or (4) the next business day, if sent by commercial overnight delivery service, or on the day tracking information indicates delivery, if applicable.

- **15.7 Independent Contractor**. The parties are independent contractors and have no right to assume or create any obligation or responsibility on behalf of the other party. Neither party shall hold itself out as an agent of the other party. This Agreement does not create or imply any partnership, agency, joint venture or formal business entity of any kind.
- **15.8 Government Usage.** This is a commercial item agreement. If the Services are to be acquired by or on behalf of the U.S. Government, a state or local government, or a prime contractor or subcontractor (of any tier) of the foregoing, Customer must provide Talkdesk with advance written notice, and such government customers and users shall obtain only those commercial license rights set forth in the Agreement.
- **15.9 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect any other provision hereof, and the Agreement shall be construed as if the invalidated or unenforceable provision had not been contained herein, and in a manner to fulfill the original intent of the parties, insofar as possible.
- **15.10 Waiver.** Except as expressly provided for, no waiver shall be deemed to have been made by either party unless expressed in writing and signed by the waiving party. The failure of either party to insist in any one or more instances upon strict performance of any of the terms or provisions of this Agreement, or to exercise any option or election herein contained, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue and remain in full force and effect, and no waiver by any party of any one or more of its rights or remedies under this Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy hereunder or at law. Except as otherwise expressly set forth herein, a II remedies agreed upon and/or available under applicable law are cumulative, and the exercise of one will not preclude the right to pursue other available remedies.
- 15.11 Entire Agreement. This Agreement constitutes the entire and sole agreement among the parties with respect to the subject matter hereof and supersedes any previous or contemporaneous agreements, negotiations, understandings, or other matters, whether oral or written, with respect to the subject matter hereof. This Agreement will prevail over any additional, conflicting or inconsistent terms and conditions which may appear on any purchase order furnished by Customer, and such purchase order terms and conditions will have no force or effect, notwithstanding Talkdesk's acceptance or execution of such purchase order. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Talkdesk regarding future functionality or features.

- **15.12 No Third-Party Beneficiaries**. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- **15.13 Execution, Digitized Copies and Counterparts.** This Agreement may be executed in two or more identical counterparts (whether by electronic signature, in facsimile, email, in PDF or original, or acknowledgement through a webpage), each of which shall constitute an original as against the party whose signature appears thereon, and all of which together shall constitute one and the same instrument.



FROST & SULLIVAN

TALKDESK

## 2022 CUSTOMER VALUE LEADER

NORTH AMERICAN RETAIL CONTACT CENTER AS A SERVICE INDUSTRY



## **Best Practices Criteria for World-Class Performance**

Frost & Sullivan applies a rigorous analytical process to evaluate multiple nominees for each award category before determining the final award recipient. The process involves a detailed evaluation of best practices criteria across two dimensions for each nominated company. Talkdesk excels in many of the criteria in the the retail contact center as a service space.

AWARD CRITERIA		
Business Impact	Customer Impact	
Financial Performance	Price/Performance Value	
Customer Acquisition	Customer Purchase Experience	
Operational Efficiency	Customer Ownership Experience	
Growth Potential	Customer Service Experience	
Human Capital	Brand Equity	

## **Customer Purchase Experience**

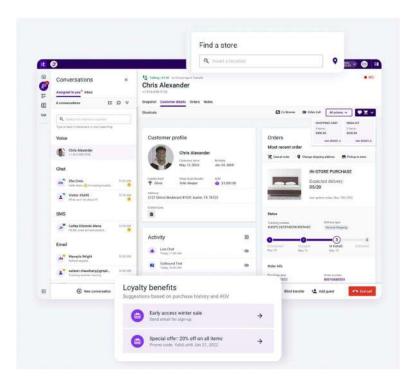
The past decade has seen a swift transformation of the consumer retail market driven by a changing

"Talkdesk is a premier contact center solutions provider that has risen to the challenge of empowering retail customers to thrive amid current and emerging industry changes."

Nancy Jamison,Senior Industry Director

customer base and an infusion of new technology. Change that has buffeted the retail landscape includes the transition from in-store to online shopping, the meteoric adoption of consumer mobile apps, and increased consumer preference for self-service. Thrown into the mix are the effects that the COVID-19 pandemic has wrought with store closures, lockdowns, and supply chain issues, forcing retailers to rethink customer engagement completely.

Talkdesk, founded in 2011 and headquartered in San Francisco, is a premier contact center solutions provider that has risen to the challenge of empowering retail customers to thrive amid current and emerging industry changes. Talkdesk CX Cloud™ is a comprehensive contact center platform with core capabilities such as automatic call distribution/interactive voice response, omnichannel routing and interaction handling, outbound engagement, workforce management, knowledge management, quality and performance management, and live reporting and historical and real-time analytics. It offers more than 60 pre-built integrations with third-party business tools, customer relationship management systems, and software providers.



Talkdesk Retail Experience Cloud™ (Source: Talkdesk)

The platform enables brands to provide customers with a balanced blend of self-service and live assistance. It helps brands bridge the digital divide between in-store and online customer engagement. Particularly notable is Talkdesk's reputation for making it easy to expand a business's customer care environment by rapidly adding ancillary applications for tailored functionality, which is critical in the fast-changing retail market. This reputation began with Talkdesk AppConnect™, an enterprise app marketplace allowing one-click downloads and pre-integrations of more than 80 third-party offerings for expedited time to value and industry-specific out of the box integrations, like Shopify for retail. The marketplace is backed by a 30-day free trial, making it effortless for customers to adopt the solution.

Talkdesk enhances its reputation for ease of use by paying close attention to the unique needs of numerous vertical markets and nurturing deep practices within those markets, such as retail. After identifying a specific market, Talkdesk maintains an unwavering commitment to furthering capabilities in those markets. To ensure vertical market excellence, Talkdesk has introduced first-in-the-industry products tailored for targeted vertical markets. These products include Financial Services Experience Cloud™ for Banking, Financial Services Experience Cloud™ for Insurance, Healthcare Experience Cloud™ for Providers, and most recently, Retail Experience Cloud™. Using Talkdesk CX Cloud as a base, the company has designed each industry cloud to reduce the customer's risk and cost, accelerate the time to value and to market, integrate data, and improve the customer's ability to optimize the customer experience (CX) as a competitive advantage.

For example, in Retail Experience Cloud, the unified agent interface provides a 360 view of the customer. This enables agents to see all interactions and communicate across every channel, provide enhanced service through co-browse and video, have real-time visibility to shipping and returns, and even make changes to orders without switching applications. Artificial intelligence (AI)-powered, pre-configured

retail workflows and scripts assist the agent, further enhancing the customer journey, expediting time to resolution. Customer interaction analytics and sentiment, coupled with sensors that identify trending topics, provide brands a real-time bird's-eye view into customer issues that can be quickly shared and addressed by relevant teams. Connecting the online experience to the in-store experience, Talkdesk provides in-store associates with access to enable various customer support tasks as they interact directly with customers. These tasks include helping with in-store pick-ups, scheduling appointments, placing or canceling orders online, or making changes to their account information.

## **Customer Ownership Experience**

With Retail Experience Cloud, Talkdesk is poised to maximize its competitive edge in the retail market as the solution specifically addresses retail challenges, such as providing personalized support across the digital and in-person experience, identifying, and capturing upselling opportunities from customer service interactions, closing the customer feedback loop and simplifying customer support.

Talkdesk's Retail Experience Cloud was designed to address the nuances of the retail market and provide out-of-the-box functionality to enable customers to 'hit the ground running' when upgrading their retail CX. The solution includes embedded AI tuned to the retail market with pre-designed agent workflows for common retail use cases, such as order status, returns or exchanges, and order cancellations. The solution's real-time analytics offers insights into every customer interaction and pairs them with proactive communication and process automation to speed up service delivery and improve CX. It also has natural language vocabularies calibrated to the retail market for self-service conversational AI, such as bots and virtual assistants that come pre-trained with automated workflows.

In addition, Retail Experience Cloud provides integrated knowledge management with retail domain expertise to support live and virtual workers. Agents can use a rich set of tools to work with the customer, including co-browsing with the ability to highlight areas for the customer, a callback scheduler, and next-best-action/agent assistance. There are also pre-built scripts that can add value to the conversation and match the customer's issue or the point in the journey where the customer needs help. The solution's supervisor screens also present a unified picture of the ongoings in the contact center, including the option to show customer sentiment.

Through Retail Experience Cloud, customers can take advantage of the Talkdesk marketplace or the preintegrated core retail systems, such as Shopify. Talkdesk has also pre-built the platform to assist customers in maintaining regulatory compliance. Frost & Sullivan lauds Talkdesk for its trailblazing innovations in streamlining the retail CX and facilitating a retailer's ability to cement brand loyalty and increase customer lifetime value.

## **Price/Performance Value**

While competitive offerings in the market provide components such as speech technology grammars tuned to the retail market or integrations with popular third-party retail applications, Talkdesk has gone above and beyond in tailoring the Retail Experience Cloud. The solution significantly improves time to value through its out-of-the-box configuration and ease of use. Because the solution is designed end-to-end to the retail environment, customers can significantly cut down on setup and maintenance costs, not

have to pay for professional services, and automatically capitalize on any software updates or additions in the platform.

The features of the Retail Experience Cloud also help increase a retailer's brand loyalty and revenue. By

"A key to Talkdesk's success in the retail market is its commitment to investing strategically in enriching its portfolio capabilities and developing its talent pool to have deep domain expertise in each target market."

Nancy Jamison,Senior Industry Director

bridging the digital and the physical, contact center and in-store associates can collaborate using the most pertinent data to assist the customer. For instance, the buy online, pick up in-store (BOPIS) or return in-store (BORIS) approach is increasingly more common. An agent interacting online or over the phone with a customer, who wants a product quickly, can assign an in-store employee to the case for in-store pickup. The agent can place the customer's order and alert the instore employee to arrange the pickup. Armed with the

knowledge of the sale, the in-store associate has the opportunity to upsell items complementing the purchase to the customer, personalizing the interaction and increasing customer satisfaction (CSAT), customer lifetime value (CLV), and revenue.

## **Human Capital**

A key to Talkdesk's success in the retail market is its commitment to investing strategically in enriching its portfolio capabilities. To support its vertical market efforts, Talkdesk also develops its talent pool to have deep domain expertise in each target market. For example, in retail, Shannon Flanagan, Talkdesk's Vice President of Global Industry Strategy, Retail and Consumer Goods, has held executive positions at Slalom, Infor, Gap, Inc., Land's End, and Macy's and demonstrates a proven track record in strategic transformation, change management, and retail leadership.

Génesis Miranda Longo, Head of Retail Marketing, is a brand ambassador for brands like Aerie and Express, which complements the work she does at Talkdesk. She plays a critical role in Talkdesk's retail success, working with clients as a resident shopper to identify opportunities for change, developing best practices, and helping craft a strategy for the customer journey. These approaches become repeatable processes for the customer success team.

Additional retail executive team members include Preeti Padiyar, Director of Product Management; Dan Heynen, Retail Practice Leader, Enterprise Customer Success, Sumedh Jigjinni, CX Strategy Director for Retail; and Inês Carvalho, Head of Retail Campaigns. They represent a cross-functional team driving strategy, marketing, product, professional services, and customer success. Frost & Sullivan believes Talkdesk's strength as a leading provider of CX solutions lies in its expertise and dedication to delivering innovative solutions that maximize customer value.

## **Customer Acquisition**

Talkdesk takes a multifaceted marketing approach to increase its retail customer base. Its retail executive team ensures a broad press coverage of the company's retail endeavors, including judiciously placing Talkdesk-authored thought leadership articles and blogs in retail and contact center industry publications. Talkdesk also maintains a solid presence at industry events and trade shows in the contact center industry,

such as Contact Center Week and Enterprise Connect, and retail industry-specific events. Recent examples include the Paris Retail Week, the National Retail Federation show, and Shoptalk 2022. Talkdesk's publications and participation in industry events exemplify its commitment to understanding its target market thoroughly, keeping abreast of the latest trends to address evolving customer needs, and bridging knowledge gaps in the contact center industry.

## **Brand Equity**

A leader in the cloud contact center space, Talkdesk is in its second decade of creating omnichannel customer-centric contact centers. The company is known for its ease of use and ability to add new functionality quickly when needed, and customers have grown accustomed to its regular cadence of product introductions. For example, the company launched 40 new solutions in 2020 and 2021. It strongly facilitates its product launches with R&D investments, as 50% of its employees are working on its latest solutions. With its investments in developing its vertical market cloud solutions, Talkdesk's reputation will continue to grow as client use cases are showcased.

Contributing to Talkdesk's robust brand loyalty are its 100% uptime service-level agreements and handson customer support. The company reports an overall net customer retention rate of more than 100% and a 95% CSAT score. Frost & Sullivan commends Talkdesk's accomplishments and anticipates further innovation and growth from this visionary company.

## **Conclusion**

Talkdesk is a well-established contact center solutions provider known for a comprehensive suite of user-friendly and customer-centric solutions tailored for different markets. Its addition of the Retail Experience Cloud is yet another example of its ability to empower customers in a specific market and make enriching CX effortless. With Retail Experience Cloud, Talkdesk delivers an omnichannel solution that goes beyond managing retail CX by addressing the critical need for business agility in a market known for rapidly fluctuating goods and services demands compared to most industries. For its achievements in elevating retail CX and elegantly addressing retail challenges, Talkdesk earns Frost & Sullivan's 2022 North American Customer Value Leadership Award in the retail contact center as a service market.

## What You Need to Know about the Customer Value Leadership Recognition

Frost & Sullivan's Customer Value Leadership Award recognizes the company that offers products or services customers find superior for the overall price, performance, and quality.

## **Best Practices Award Analysis**

For the Customer Value Leadership Award, Frost & Sullivan analysts independently evaluated the criteria listed below.

## **Business Impact**

**Financial Performance**: Strong overall financial performance is achieved in terms of revenues, revenue growth, operating margin, and other key financial metrics

**Customer Acquisition**: Customer-facing processes support efficient and consistent new customer acquisition while enhancing customer retention

**Operational Efficiency**: Company staff performs assigned tasks productively, quickly, and to a high-quality standard

**Growth Potential**: Growth is fostered by a strong customer focus that strengthens the brand and reinforces customer loyalty

**Human Capital**: Commitment to quality and to customers characterize the company culture, which in turn enhances employee morale and retention

## **Customer Impact**

**Price/Performance Value**: Products or services provide the best value for the price compared to similar market offerings

**Customer Purchase Experience**: Quality of the purchase experience assures customers that they are buying the optimal solution for addressing their unique needs and constraints

**Customer Ownership Experience**: Customers proudly own the company's product or service and have a positive experience throughout the life of the product or service

**Customer Service Experience**: Customer service is accessible, fast, stress-free, and high quality

**Brand Equity**: Customers perceive the brand positively and exhibit high brand loyalty

## **About Frost & Sullivan**

Frost & Sullivan is the Growth Pipeline Company™. We power our clients to a future shaped by growth. Our Growth Pipeline as a Service™ provides the CEO and the CEO's growth team with a continuous and rigorous platform of growth opportunities, ensuring long-term success. To achieve positive outcomes, our team leverages over 60 years of experience, coaching organizations of all types and sizes across 6 continents with our proven best practices. To power your Growth Pipeline future, visit Frost & Sullivan at http://www.frost.com.

## The Growth Pipeline Engine™

Frost & Sullivan's proprietary model to systematically create ongoing growth opportunities and strategies for our clients is fuelled by the Innovation Generator $^{\text{TM}}$ .

Learn more.

## **Key Impacts**:

- Growth Pipeline: Continuous Flow of Growth Opportunities
- Growth Strategies: Proven Best Practices
- Innovation Culture: Optimized Customer Experience
- ROI & Margin: Implementation Excellence
- Transformational Growth: Industry Leadership

# OPPORTUNITY UNIVERSE Capture full range of growth opportunities and prioritize them based on key criteria OPPORTUNITY EVALUATION Adapt strategy to changing market dynamics and unearth new opportunities OPPORTUNITY EVALUATION Conduct deep, 360-degree analysis opportunities PIPELINE ENGINE\*\* GO-TO-MARKET STRATEGY Translate strategic alternatives into a cogent strategy Translate strategic alternatives into a cogent strategy

### The Innovation Generator™

Our 6 analytical perspectives are crucial in capturing the broadest range of innovative growth opportunities, most of which occur at the points of these perspectives.

## **Analytical Perspectives:**

- Mega Trend (MT)
- Business Model (BM)
- Technology (TE)
- Industries (IN)
- Customer (CU)
- Geographies (GE)



## **Technical Account Manager**

## **Role Description**

- Documents reporting and data requirements during discovery.
- Assists with configuration of reports and dashboards.
- Delivers consultation relating to configuration, integrations, and enhancements to improve program efficiency.

## **Experience**

## **Senior Technical Account Manager**

- Worked with clients of all sizes (small to enterprise) to utilize the IVR platform for call automation and reduction of call center costs.
- Worked with executive-level client stakeholders, including CEOs, CMOs, and CTOs.
   Listened to clients' feedback and wishlists to share with product and engineering teams to improve and enhance existing products and develop new offerings.
- Helped onboard new clients as well as troubleshoot technical issues. Strategized with clients on potential opportunities for growth and expanded applications into different departments.
- Daily duties included account management, holding quarterly business reviews of metrics and utilization, strategic planning for clients as well as internal product roadmap planning, renewals and upsells, troubleshooting, and engaging engineers and professional service team members to assist clients in projects.

### **Enterprise Account Executive**

- Worked with enterprise-level companies to maximize return on IT investment.
- Engaged clients to assess their business needs and help them find the right technology solutions with a consultative and strategic approach. Primary clients are CTOs, ClOs, and Directors of IT. Listened to clients' needs and engaged appropriate subject matter expert.
- Daily duties included account management, engaging engineers and vendors pre- and post- sales, consultative solution selling, training in all aspects of technology stack, contract negotiation on behalf of client and vendor, and working closely with PMO and engineers during implementation of projects.

## **Technical Account Manager**

Technical Account Manager for all accounts based in North America region.



- Delivered presentations and overviews by translating technical concepts and solutions to non-technical executive clients.
- Provided trial systems to potential clients, allowing them to familiarize themselves with hardware and software.
- Managed the help desk for North American clients and provided technical support for issues/concerns.
- Troubleshooted in-depth on enterprise networks and cloud environments.
- Designed, developed, and implemented software solutions for clients.
- Identified opportunities to improve security workflows across existing and new customer installations.
- Monitored product performance and associated support needs to identify opportunities to upgrade or modify products to meet customers' needs more effectively.

## **Application Support Engineer**

- Oversaw all issues, acted as a team leader to ensure tasks were completed and followed up with customers to ensure satisfaction.
- Remotely assisted professional installers and integrated surveillance software on end users' sites via Bomgar, Team Viewer, or WebEx.
- Troubleshooted hardware such as IP cameras, servers and software malfunctions, and network issues that occured in CCTV environment.
- Tracked all work in NetSuite and followed/created new support documents.
- Worked with the product engineering team to find and solve known issues.
- Developed ideas on how to make the product more effective in the changing market.
- Visited customer sites to provide support and demo new products.

## **Education and Certifications**

## Texas A&M University, Dwight Look College of Engineering

- Bachelor of Science in Industrial Distribution
- Minor in Business and Chemistry

## **New Jersey Institute of Technology**

Master's in Business Information Systems



## **New Jersey Institute of Technology**

Bachelor's in Information Technology

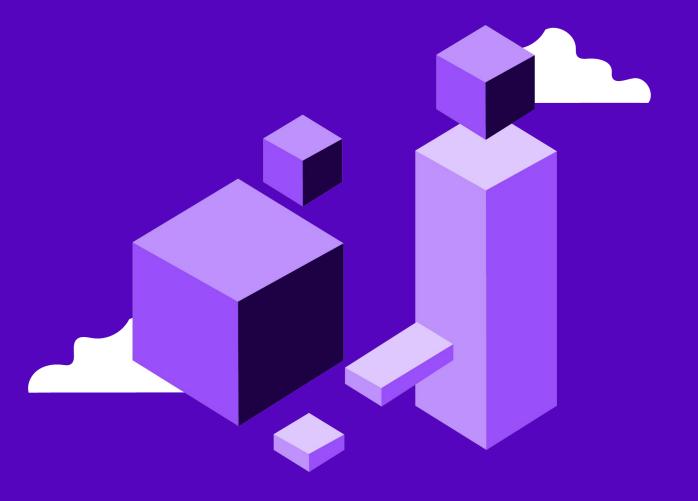
## **Technical Expertise and Skills**

Adobe Creative Suite	HTML, SQL, CSS, Python	Rails
APIs, Git	JavaScript	Ruby
Basecamp	MCP	Salesforce
CCNA	Pair-Programming	TCP/IP, Subnetting, DNS, DHCP, LAN, Packet Tracing
CSS	PostgreSQL	Vue.js



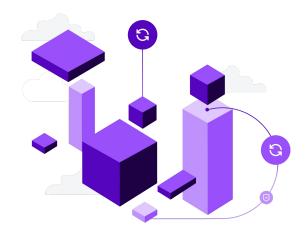
## :talkdesk°

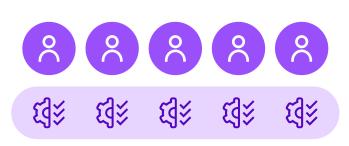
## Talkdesk Architecture



## Talkdesk architecture is a differentiator

Microservices, multi-tenant, low-code cloud platform







## **Microservices**

Efficiently create new features and scale dynamically as demand grows.

## **Multi-tenant**

Easy to deploy new features and to provision new accounts or add to existing ones.

## Low code cloud platform

Platform designed for low code customization. Little to no code required to develop new applications.



## **Benefits of microservices**

An architectural style of software development that structures applications as a collection of loosely connected services

Ease of scalability

Improved data security

Faster development

Better data governance

Easy deployment

Resiliency



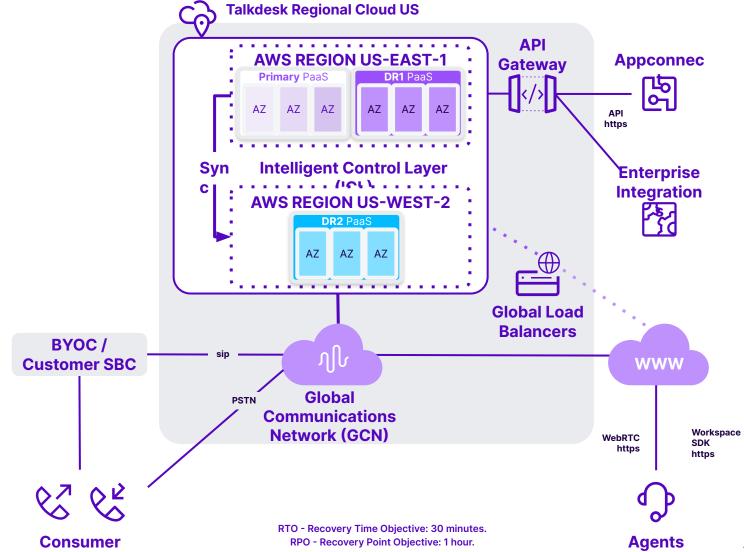
**Microservices architecture (N+2)** 



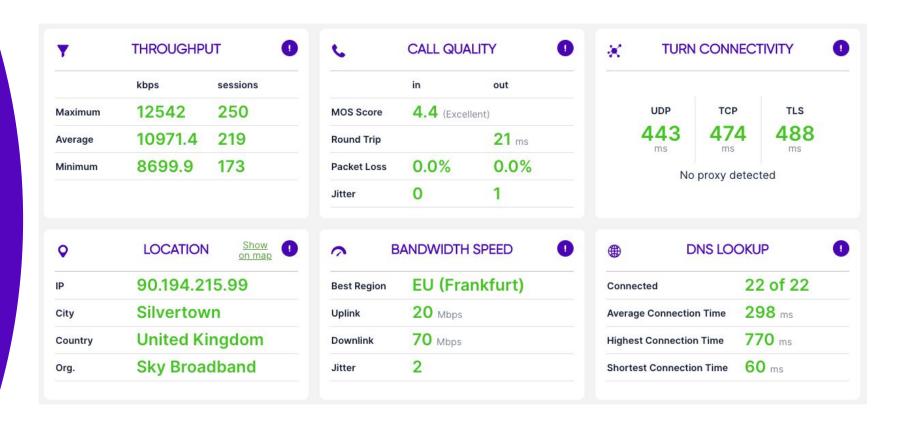
## Talkdesk

- Primary PaaS Cluster
  - Active/Active AZ's
  - Multi-Clustered
- DR1 PaaS Cluster
  - Active/Standby
  - Only used in the eventAll Primary Clusters fail
- DR2 PaaS Cluster
  - Unlikely event if All Primary andDR PaaS fail, Active/Standby

## **Architecture US -** HA redundancy



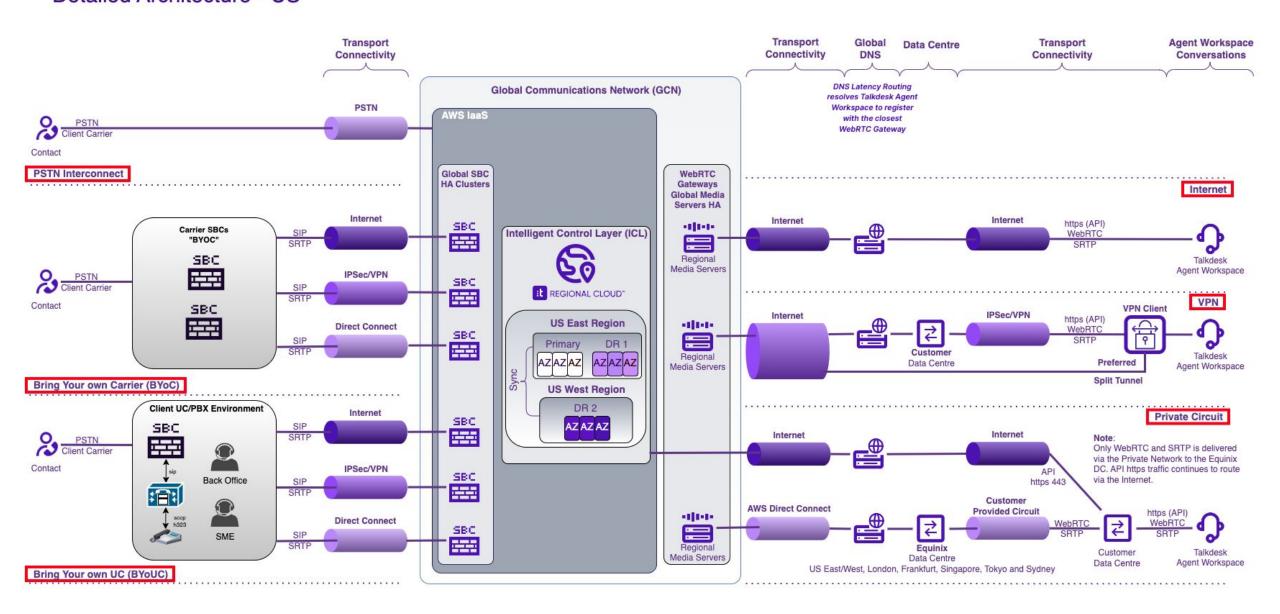
## Network Testing



https://networktest.talkdesk.com/

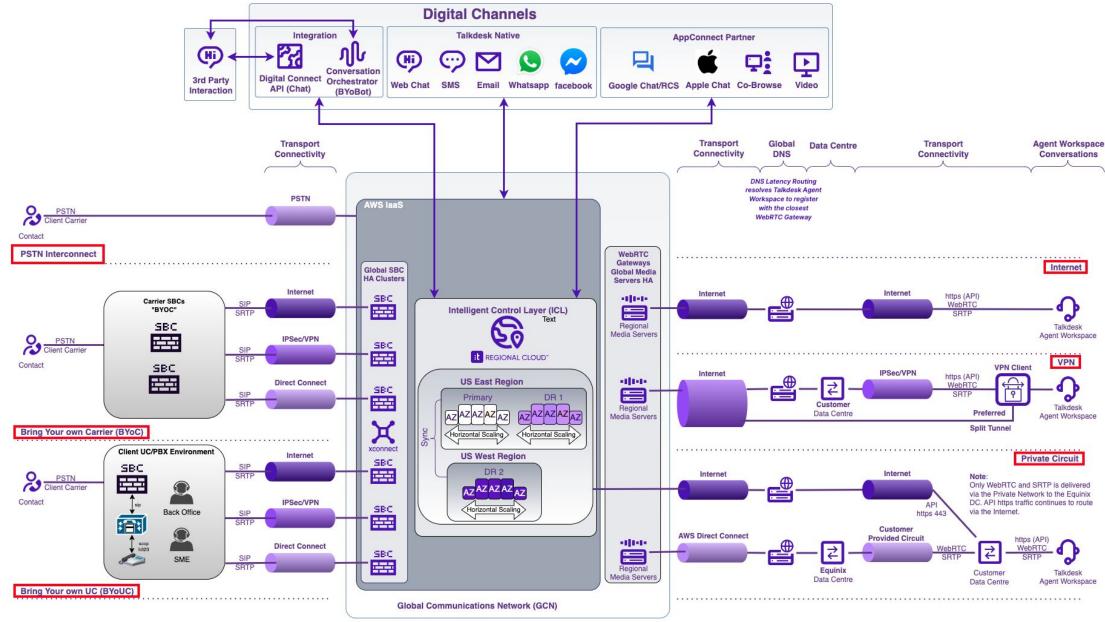
## :talkdesk°

## Detailed Architecture - US



## :talkdesk\*

## Channel Connectivity US



## **Talkdesk**

## Data in Transit

- AWS Certificate Manager
- Enforced HTTPS (TLS 1.2+)
- Talkdesk RSA DV CA
- Amazon Root CA (AWS)
- Full encryption (Public and Private comms)

## Data at Rest

- AWS KMS key store (SSE-KMS)
- TD Managed Keys w/ key rotation
- Server-Side Encryption
- o AES-256

## Networking

- Talkdesk Private Networking
- VPC Endpoints (AWS Services)

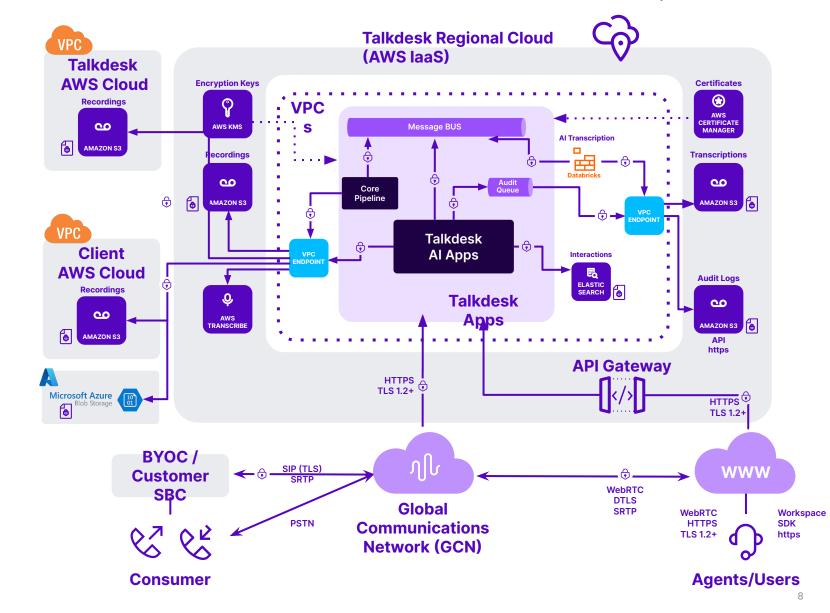
:talkdesk°

## Access Controls

## How we secure data

Data Encrypted at Rest

Data Encrypted in Transit



## Project Leader/Manager

## **Role Description**

- Lead Talkdesk's largest strategic customer implementation projects from kick-off to completion;
- Define project scope, schedule project activities, and integrate scope and activities into the broader project plan with the customer project manager(s);
- Work with customers to track work progress and create strategies for risk mitigation and contingency planning;
- Understand customer use cases, formulate best practices, and document requirements (functional and technical) needed to address client needs;
- Partner with other Talkdesk teams (e.g., product development, customer support, etc.) to assure timely delivery of feature requests, bug fixes, and support requests;
- Participate in the sales cycle as necessary to gather requirements, formulate the delivery approach, and develop a proposal/statement of work
- Work directly with customer point of contact to coordinate and schedule project tasks and establish cohesive schedule for all project-related activities;
- Manage performance of the project, from both customer and Talkdesk perspective;
- Manage project scope and deliverables, carefully managing to the deliverables purchased and expected by the customer;
- Conduct regular status meetings with customers and project team to assess progress against plan; perform re-forecasts of project variables as necessary throughout the project to ensure timeline adherence;
- Conduct executive business reviews throughout the implementation with executive and senior leadership outlining projects status, open risks, and project success dependencies;
- Conduct post-project analysis to ensure project goals are met, evaluate cost variances and metrics;
- Ensure that projects adhere to the implementation methodology, requirements, budget, and statement of work; and
- Successfully drive multiple projects simultaneously by establishing key stakeholder requirements and project objectives and serving as the primary project contact.



## Experience

## Senior Project Manager - Center of Excellence

- Led Proof of Concept (POC) projects for very large enterprise-level customers requiring a "try before you buy" experience. Assisted sales leadership with closure of lover \$5 Million in MRR.
- Led and oversaw multiple deployments at a time with a team of engineers, customer
  experience consultants, and custom integration specialists. Communicated and collaborated
  with other cross-functional teams to provide the most comprehensive, positive deployment
  experience for largest customer base.
- Managed and tracked all project management deliverables to ensure successful deployment.
   Oversaw and drove all scheduled activities of the deployment staff. Maintained constant communication to ensure identification of any and all issues in advance.
- Adapted project management style to the comfort of the customer (i.e., waterfall or agile).

## Project Manager – Professional Services

- Led key project meetings with customer and project stakeholders to gather requirements, design an appropriate solution, and present a complete project plan.
- Generated and maintained documentation to support the collection, management, and reporting of all project related information.
- Developed, documented, and distributed contingency plans for critical events.
- Maintained constant communication with the customer, identifying potential issues in advance and driving appropriate solutions.
- Managed the scheduled activities of the deployment staff, reviewing and evaluating their work according to the project requirements.
- Managed all budget and time requirements for each project per contract guidelines.

## Senior Project Manager – Professional Services

- Led and managed enterprise strategic projects in North America, EMEA, and other regions, delivering the highest level of customer experience.
- Partnered with relevant stakeholders to identify and map all project tasks, managed and reported progress, and worked towards achievement of milestones within defined target dates.
- Assisted in the definition of project scope and objectives, involving all relevant stakeholders and ensuring technical feasibility.



- Tracked project performance, specifically to analyze the successful completion of shortand long-term goals.
- Coordinated internal resources with stakeholders and third parties for the flawless execution
  of projects by providing project updates on a consistent basis to various stakeholders about
  strategy, adjustments, and progress.

## Senior Manager, Information Technology

- Led and managed 20 direct reports and a team of 45 in a multinational, dynamic environment on the Information Technology (IT) direction and strategy along with developing process and quality improvements to increase productivity.
- Transitioned internal help desk operations to an online platform, leading to 65% increase in productivity.
- Created security framework and dashboard to help staff detect threats and vulnerabilities faster, resulting in 75% improvement in efficiency.
- Automated plant systems monitoring the Internet of Things (IoT), resulting in saving millions of dollars in self-detection devices for on-plant equipment and increased efficiencies by 90%.
- Guided corporate enterprise architecture design and operations, cyber-security governance and framework, IT infrastructure management, IT strategy and governance, IT project management office, SAP Basis management, CRM systems, business analytics with IoT, corporate IT infrastructure, industrial systems, business intelligence, cloud architecture with Amazon Web Services (AWS), and Azure for more than 1,500 users in 72 locations in North America and Brazil.
- Facilitated \$750K/year in savings by moving in-house systems to a private cloud.
- Responsible for the mergers and acquisition integration of multiple large companies into the organization, exceeding timelines, and completing them under budget.
- Electrochem integration completed 38% below budget and 33% faster than anticipated.

### **Education and Certifications**

### **Aston Business School**

Master's in Business Administration

 Focused on Business Intelligence and Analytics, Cloud Computing, and Systems Analysis/Design

## University of Colombo

Bachelor's in Technology



## Project Management Institute – PMP Certification

- MCSE 2003
- CCNA
- CCA
- CIWSA
- CNA

## **Technical Expertise and Skills**

Advanced Problem Solving	Global PMO Operations	Project Planning/Development
Amazon Web Services	IoT	Stakeholder Relations
Budgeting	IT PMO	Talkdesk Cloud Platform/Tools
Cloud Architecture	Meshed Enterprise Network	Wide Area Network (WAN)
CRM	Project Management	



## :talkdesk°

### **COVER LETTER**

City of Columbus

Department of Technology

Thank you for the opportunity to respond to the City of Columbus, Department of Technology Request for Proposal, Solicitation Number: RFQ025020, Integrated Voice Response System Replacement.

The submission of this cover letter and attached response confirms acknowledgement, understanding and agreement to meet the requirements and conditions outlined in the RFP and supporting documentation.

I do hereby attest the information included in Talkdesk's response is true, accurate, and complete to the best of my knowledge and I understand that any falsification, omission, or concealment of material fact may subject me to administrative, civil, or criminal liability.

Talkdesk appreciates the opportunity to submit a response and we look forward to hearing from the City of Columbus, Department of Technology regarding next steps.

## **Authorized representative of the company:**

Raymond Yue, SVP of Finance and Operations <a href="mailto:raymond.yue@talkdesk.com">raymond.yue@talkdesk.com</a>

Corporate Address: 201 Spear Street, Suite 1100, San Francisco, CA 94105

Corporate Phone: (844)332-2859

### **Primary Response Contact:**

Todd West, Account Executive - Regulated Industries todd.west@talkdesk.com
Direct Phone: 717-877-3696

Sincerely,

Raymond Yue

Raymond Yue SVP of Finance & Operations

**Experience.** A better way.

## **Network Engineer**

## **Role Description**

- Lead Talkdesk's largest customer implementation projects to completion and take responsibility for team members' delivery;
- Define project scope, schedule project activities, and integrate scope and activities into the broader project plan with the customer project manager(s);
- Apply Quality of Service (QoS) and ensure optimal conditions for voice traffic (SIP/WebRTC);
- Analyze the customer's network configuration and make recommendations for best practices;
- Develop trust with client leadership to remove project roadblocks and ensure project success;
- Work with customers to track work progress and create strategies for risk mitigation and contingency planning;
- Understand customer use cases, formulate best practices, and document requirements (functional and technical) needed to address client needs;
- Leverage strong technical acumen to dynamically identify process and technical solutions to expected and unexpected situations.
- Conduct engaging demos of feature enhancements for new and existing customers;
- Participate in the sales cycle as necessary to gather requirements, formulate delivery approach and develop a proposal/statement of work; and
- Partner with other Talkdesk teams (e.g., product development, customer support, etc.)
   to assure timely delivery of feature requests, bug fixes, and support requests

## Experience

### Senior Voice Engineer

- Oversaw the stability and reliability of our network, engaged and worked directly with other voice engineers on the team to perform upgrades, change requests, and patches to voice equipment.
- Deployed, supported and maintained platforms such as Ribbon, Audiocodes, Broadworks, and Lucent for protocols SIP, WebRTC, and ISDN.



- Managed trouble tickets seeking to resolve tickets and support customers quickly and efficiently.
- Led deployment of voice equipment for existing and new POP sites for global expansion.
- Supported other teams (e.g., network, voice provisioning, etc.) in troubleshooting.

## **Hosted Contact Center Product Manager**

- Administration of the Sansay Session Border Controllers.
- Provided data center support for network infrastructure.
- Supported clients with reported VoIP issues.
- Worked with various SIP Carriers such as Windstream, Level3, CenturyLink, and Verizon.
- Responsible for administration of servers in the CenturyLink Cloud Portal.
- Provided support and training for hosted applications.
- Provided support for hosted contact centers and PBX platforms.
- Provided training and support for contact center telephony platforms.

## **Network Engineer**

- Project management planning and implementation for new Nuxiba customers.
- Installation (both onsite and remote) of the Nuxiba CenterWare Server.
- Trained new clients on the use of the Nuxiba CenterWare Suite.
- Provided assistance to customers setting up their production call center environment.
- Provided ongoing support for Nuxiba clients as well as sales and administrative staff.
- Provided software release testing and bug reporting to the development team.
- Software localization of the CenterWare Suite for the English language market.
- Trained new Nuxiba USA employees.

## **Education and Certifications**

Brigham Young University
Linguistics Utah Valley State College

Computer Science



## Eastern Florida State College

Networking Services Technology

Novell NetWare 4.x, 5.0 Certified NetWare Engineer (CNE) Cisco Certified Network Associate (CCNA)

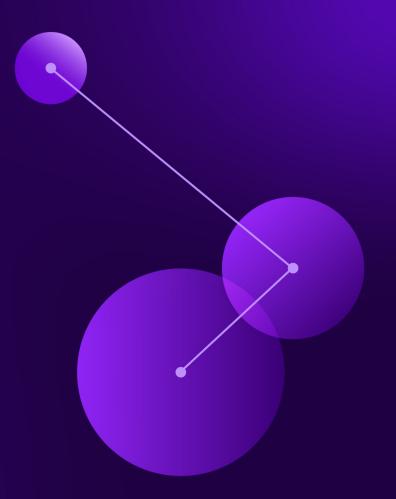
## **Technical Expertise and Skills**

Auto CAD, Visio, Microstation	LAN, MAN, WAN Connectivity
Cisco Networking Devices	Sansay Session Border Controllers
Contact Center Telephony Platforms	TCP/IP Networking
HP ProCurve Enterprise Level Networking Switches	Trendmicro SuperServer Class Hardware
Juniper Networks Firewalls and Routers	VoIP Networking protocols – SIP, MGCP, RTP, SDR, H.323



## Talkdesk Product Roadmap

June 2023



## Forward-Looking Statement

This document may contain forward-looking statements that involve risks, uncertainties, and assumptions. If any such uncertainties materialize or if any of the assumptions prove incorrect, the results of Talkdesk could differ materially from the results expressed or implied by the forward-looking statements we make. All statements other than statements of historical fact could be deemed forward-looking, including any projections of product or service availability, subscriber growth, earnings, revenues, or other financial items and any statements regarding strategies or plans of management for future operations, statements of belief, any statements concerning new, planned, or upgraded services or technology developments and customer contracts or use of our services.

The risks and uncertainties referred to above include – but are not limited to – risks associated with developing and delivering new functionality for our service, new products and services, our new business model, our past operating losses, possible fluctuations in our operating results and rate of growth, interruptions or delays in our Web hosting, breach of our security measures, the outcome of any litigation, risks associated with completed and any possible mergers and acquisitions, the immature market in which we operate, our relatively limited operating history, our ability to expand, retain, and motivate our employees and manage our growth, new releases of our service and successful customer deployment, our limited history reselling non-Talkdesk products, and utilization and selling to larger enterprise customers.

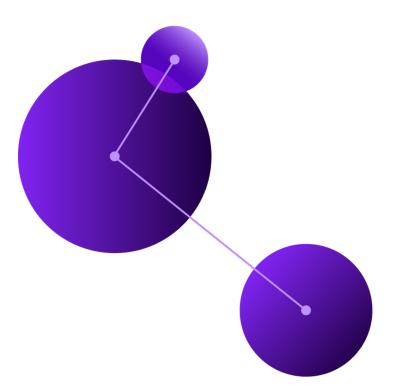
Any unreleased services or features referenced in this document or other materials such as presentations, press releases or public statements are not currently available and may not be delivered on time or at all. Customers who purchase our services should make their purchase decisions based upon features that are currently available. Talkdesk assumes no obligation and does not intend to update these forward-looking statements.



## We believe

- Al will fundamentally shift how customer experiences are handled in the next three years. Al-powered automated customer experiences will become the norm.
- Most of these experiences will shift from voice to digital and shift from reactive tactics to personalized proactive strategies.
- People will handle the most complex and challenging situations, making their jobs much tougher. Every Talkdesk user will be able to provide exceptional service.
- Organizations will seek solutions that meet their industry specific needs to support their business objectives, business processes, understand their language, and integrate with their technical systems

## Roadmap Themes



## Deliver modern customer service more efficiently

Engage your customers across digital, Al-powered automation, and proactive service

## Maximize the potential of every associate

Enable your entire organization to provide exceptional service

## Optimize management at scale

Drive operational excellence with enterprise-grade workforce engagement

## Differentiated customer support for your industry

Raise the bar with industry-specific products, integrations, workflows, and Al

## Transform admins into superheroes

Leverage an open, flexible platform that can move at the speed of your business

DELIVERED NOW NEXT LATER

Capabilities delivered in early access or generally available and ready for you to enable and use.

Capabilities that we are currently working on now. Generally, these are targeted for the current release.

Capabilities that we are planning to discover or pick up next once we've finished with the current work.

Capabilities that we are planning to discover or pick up beyond the current and next releases

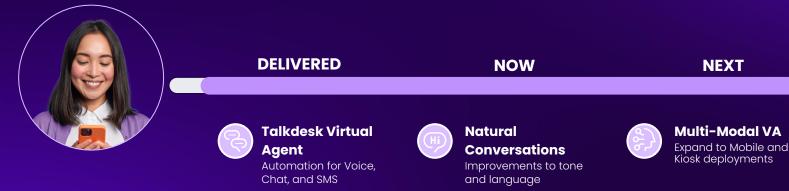
### Deliver modern customer service more efficiently

Engage your customers across digital, Al-powered automation, and proactive service

Customer

journey analytics

**Journey Omnichannel** 







**NEXT** 

### Deliver modern customer service more efficiently

Engage your customers across digital, Al-powered automation, and proactive service

Investment Area

Channels

Now

Channel Expansion

Increased coverage of social messaging channels and 3rd party API channels

Messaging & Digital Connect Allowing for 3rd-Party custom channels and Chat Bots Next

Asynchronous Messaging

Ongoing conversations, provide previous messages as context.

**Export Digital Transcript** 

Exposing Digital Conversation transcript on our integrations framework to be accessible on 3rd party systems.

Later

Conversational Commerce

Two-way agentless automated messaging delivery for conversational commerce and event-based notifications

**Automation** 

**Agent Assist** 

Reducing AHT with automatic summary and dispositioning

Better Self-Service

Natural VA responses with generative content based on KM

**CX Journey Analytics** 

Omni-channel conversational journeys

**Channel Expansion** 

Increased coverage of social messaging channels and 3rd party API channels

Simplified Onboarding

Presets of digital content and configurations for one-click onboarding

Agent Assist for Salesforce

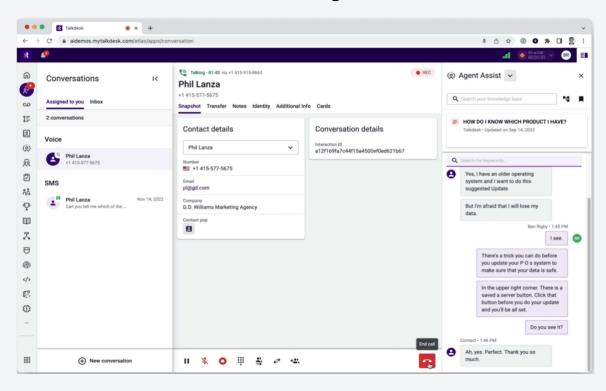
Bring Agent Assist capabilities to Salesforce Service Cloud Voice

Multi-modal channels

Expand digital touchpoints of automation for multi-modal usage (PoS, Kiosks)

### **New Innovation**

### Automatic Summary Powered by GPT



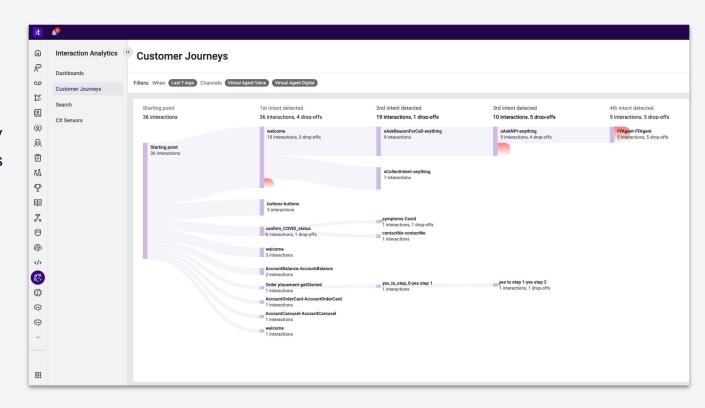
Speed up after call work by summarizing the conversation and selecting a disposition in just one click. Reduces average ACW from 55 seconds to 5 seconds.

**Available Now (in Preview)** 



# New Innovation **CXJourney**

Optimize self-service rate by understanding how contacts flow through conversations.

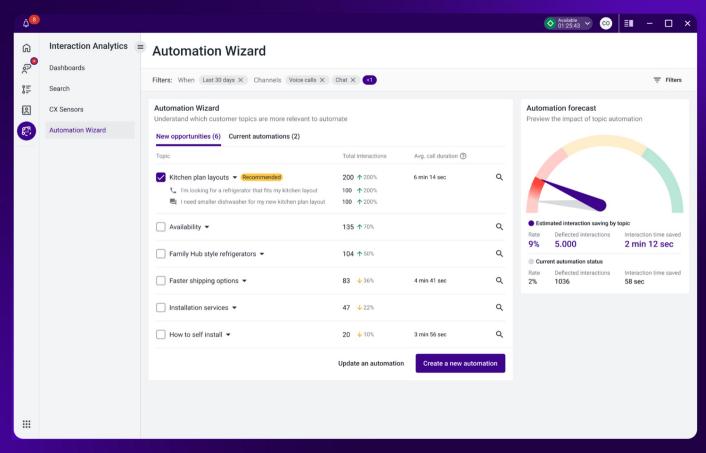




# New Innovation Automation Wizard

Supervisors can identify and create new automations with just a few clicks.

**Available Now** 



### Cases & Feedback

Empowering CX with voice of the customer

Investment Area	Now	Next	Later
Cases	Omnichannel Enhancements Manually create cases from Chat conversations  Admin Efficiency   Workflow Optimization Pre-set automations and configurations (default recipes)  Roles & Permissions Case tab controlled by role	Omnichannel Enhancements Manually create cases from SMS Reporting Case dataset in 'Create Report' for custom reports and dashboards + including custom field reporting Roles & Permissions Custom Views by role	Contacts App Activity Integration Case events in Contacts & Activities Admin Efficiency   Workflow Optimization Bsns Hrs + SLA & bulk case updates Omnichannel Enhancements Manual cases from Social Messaging & Digital Connect. Automated case creation for TD Chats & SMS
Feedback	Omnichannel Enhancements Post-Chat Surveys (Early Access) Live Feedback Stream Improvements Added digital touchpoints to	Reporting Feedback dataset in 'Create Report' for custom reports and dashboards Feedback Flow Builder Optimizations	Enhancements to VR surveys Ability to customize IVR surveys (CSA- & NPS) via the UI, self-service DTMF IVR Surveys & ability to upload custom audio files to IVR surveys
:halkdosk:	survey metadata Ability to filter results by ring group and see ring group name on survey details card		New Filters on Live Feedback Stream Ability to filter survey results data by team, survey flow name, digital touchpoints, and phone number

options

support & new opt in/opt out

Enable your entire organization to provide exceptional service



Enable your entire organization to provide exceptional service



DELIVERED NOW



#### **Service Cloud Voice**

For agents who need to be directly embedded within Salesforce



### **MS Teams**

General Availability of MS Teams integration



#### **AI Assist for SCV**

**NEXT** 

Bring Agent Assist hero capabilities to Salesforce Service Cloud Voice



### **TD Phone & Office**

Enabling non-contact center agents to engage and communicate



### **CX Beyond**

Extending CX capabilities like QM and analytics beyond the contact center



### **India TRAI Services**

Enable local operations and in-region contact center presence in India



### **Intelligent Summary**

Automatic call summary & dispositions



#### **Tailored Outbound**

Tailor the outbound calling experience with outbound IVR



Enable your entire organization to provide exceptional service

### Investment Area

## Channel & Routing Maturity to engage effectively and

to engage effectively and connect with the best person

### Now

### Early Media and Public Outbound API

New public outbound API for making calls with early media support

### **Outbound IVR**

Send calls through an outbound Studio flow

### **Multiple Calls Support**

Receive and handle simultaneous calls and switch between them

### **Recording Controls**

Enable or disable recordings for external transfers and agent-to-agent calls

#### **India TRAI Services**

Enable local calling operations in India for businesses who are extending their contact center into the region

### Next

### Whispers

Custom whisper messages can be configured in Studio flows

### **Simplified Dedicated Lines**

Simplify dedicated lines setup

#### **Outbound Call Restrictions**

Rules and configs to determine if a call can be placed

#### **Extensions**

Default extensions for all users, dial by name and ext support

#### Later

#### **CNAM US**

Configure CNAM for outbound calls on Numbers UI

#### **Dial Plan**

To improve and optimize the calling experience

#### On Net Transfers to Queues

To queues/ring groups and eliminate need for external favorites



Enable your entire organization to provide exceptional service

Investment Area

Agent Experience

Now

Embedded Workspace
Call controls and Talkdesk UI inside
Dynamics 365

Microsoft D365 Integration Enhanced contact sync options from MS Dynamics 365

### SMS Improvements on TD Mobile

Receive notifications when SMS messages are in the inbox and see previous SMS activities

### **CC and UC Extension Calling**

Support dialing and consultations to extensions between TD agents and Phone and MS Teams users

Improved Emergency Dialing For Canada and EU customers

Next

### "Relate To" capability

On **SAP**, **Oracle** and **Hubspot** for call relation with incidents, cases, opportunities, etc.

### **Oracle NetSuite Integration**

Automations, Call controls and Talkdesk UI with Oracle NetSuite

### **Presence Sync**

Both ways presence sync for **ServiceNow** and **Zendesk** 

Later

### Talkdesk AI + Digital for SCV

Al and digital capabilities available in Salesforce

#### **CTI Framework**

Build a CTI framework to support embeddable call controls

Enable your entire organization to provide exceptional service

Investment Area

**CX** Associate

Now

MS Teams GA Self service opt-in, Directory integration

SIP Device Provisioning
Zero touch provisioning of SIP
devices and certify common models
(Poly VVX and Yealink T-Series)

Reporting for TD Phone
Reporting on calls made to and from TD Phone

Next

MS Teams Calling Plans
Allow customers to apply TD
numbers and minutes to MS Teams

Recordings for TD Phone
Optionally enable recording on calls to and from TD Phone

Later

Cisco SIP Devices
Certification of Cisco devices

SIP Device Call Control
Improved call handling controls from
the SIP device for associates using
Conversations within Workspace

Optimize management at scale

Drive operational excellence with enterprise-grade workforce engagement



### Workforce Engagement for Large Enterprise

Drive operational excellence with enterprise-grade workforce engagement



DELIVERED NEXT LATER



#### Talkdesk QMA

Quality Management for large organizations (>1000)



### WFM Integration

Connectors for integration to HR tools and 3rd Party WFM



### Intraday Management

Exception management and real-time visibility for day-of operations



### **Digital Support**

Expand WFM, QM, and Feedback for digital operations



### Workflow Automation

Handle larger workloads for scheduling, coaching, and evaluations



### **WFM Scaling**

Forecasting and scheduling improvements to handle >1000 agents

Workforce Engagement
Drive operational excellence with enterprise-grade workforce engagement

Investment Area	Now	Next	Later
Workforce	Manager Usability Additional reporting and schedule adjustment options	Intraday Reforecasting Automated updates to today based on the latest data	Agent Request Automation Fast and consistent handling of agent change requests
Management	HR Time Off Integration Connector to send approved time off to an HR tool	Live Adherence View Make schedule deviations more visible in real time	What-If Forecasting Create forecasts for alternative future scenarios
	3rd Party WFM Integration Connectors to send queue and agent data to 3rd-party WFM partners	Performance & Scaling Technical and usability changes to scale effectively	Admin Usability Bulk editing and configuration tools for easier management
		Dispute Workflow Flexibility	Support 3rd Party Digital
Quality Management	New Workflows Initiate coaching from QM for	Ability to reassign a disputed evaluation to another user	Ability to evaluate digital contacts from Salesforce & Zendesk
	completed evaluations	Custom Notifications	Leverage Generative AI
	Greater Flexibility & Visibility	Leverage email notifier to	Faster customer onboarding and
	Drive automatic evaluations	send quality related alerts Automate Digital Evaluations	greater scoring confidence
	based on the disposition		
	Better insight into randomly assigned evaluations	Automatically score TD chats and SMS using Al	Axonewichannes for evaluation (e.g. email)
	More options to filter results		

### **Explore and Live**

Providing the right reports at the right time



**DELIVERED** 

**NEXT** 

**LATER** 



Improved Observability
Increased real-time visibility of
Digital and Dialer interactions.



**Improved Observability**Ability to run historical reports on all interactions.



Improved Observability

Additional real-time and historical reporting to improve understanding of interaction routing.



Improved Experience
UX improvements in Live,
making for a better user
experience.



Increased Performance
Improved performance for Explore
to enable supervisors to get data
and reports in a more timely
fashion.



Admin Experience
Improved historical reporting on interactions, allowing Administrators to more quickly troubleshoot potential issues and answer questions.



Compliance
Prevent agents from editing Live dashboards.



Limit agents to see only metrics and reports for their team.

Compliance



Limit agents to see only metrics and reports for themselves.

Compliance

### **Explore and Live**

Providing the right reports at the right time

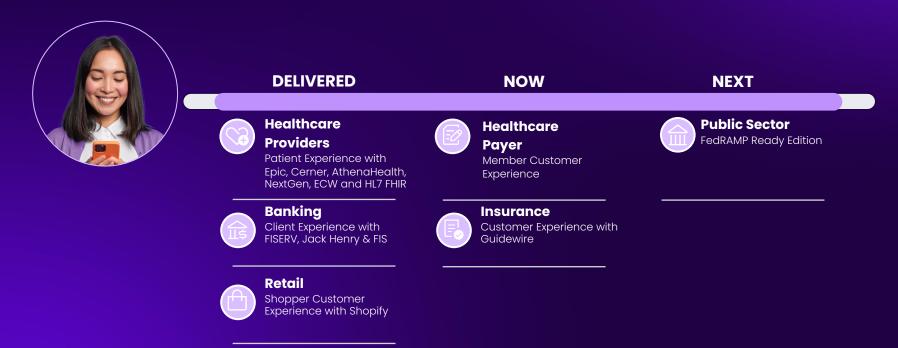
queues.

Investment Area	Now	Next	Later
Improved Observability	Real-Time reporting for Outbound Detailed real-time reporting about agents on Outbound campaigns.	Real-Time reporting for Outbound Detailed Real-time reporting on Outbound campaigns.	Attribute Based Routing Real-time and historical reporting on interactions using attribute based routing.
	Omnichannel experience Digital Channels added to Live Contacts List.	Omnichannel Experience Digital Channels added to all applicable widgets.	Improved Troubleshooting Detailed reporting on an interaction to allow quicker troubleshooting of issues.
	Omnichannel experience Digital Connect and Social Media Channels added to multiple Live widgets.	Agent To Agent Reporting Reporting on agent to agent calls including warm transfer and consults.	Improved Studio Reporting Summary and real-time reporting on Studio flows.
Improved Admin Experience &	Team Scope in Explore Limit Supervisors and Agents to only see data for their teams.	Team Scope in Live Limit Supervisors and Agents to only see data for their teams.	Agent Scope Limit agents to only see their own data in Live and Explore.
Compliance	Live Read-Only Prevent agents from editing Live dashboards.	Schedule Report Improvements Allow any user receiving a schedule report to cancel the schedule.	Improved Auditing Addition of more auditing topics to improve overall compliance auditing.
	Data Export Improvements Agent Status report available via Explore API.	Data Export Improvements Show or hide damaged records in the Explore API contacts report.	
Improved Supervisor Experience	Sorting in Live Sorting in Live so Supervisor can better monitor their agents and queues.	Performance Improvements Optimization of Explore queries to reduce the time to run a report in	TALKDESK PROPRIETARY & CONFIDENTIAL 21

Explore or via the Explore API.

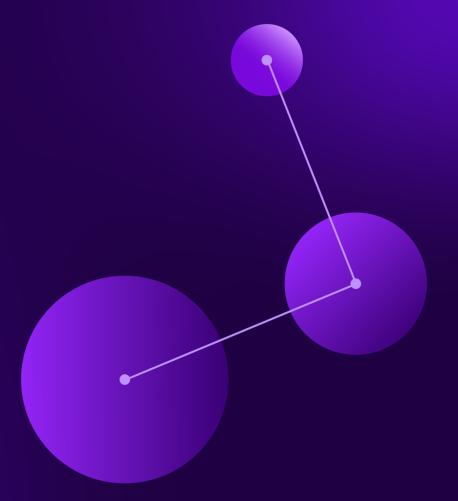
### Differentiated customer support for your industry

Raise the bar with industry-specific products, integrations, workflows, and Al



# Transform admins into superheroes

Leverage an open, flexible platform that can move at the speed of your business



### Talkdesk Integrations

Automate business logic and optimize agent performance



### **DELIVERED**

### **NEXT**

### LATER

### •

### Enhanced Agent experience

Call controls and Talkdesk UI inside 3rd party integrations



### Enhanced Agent experience

Simplify agent day-to-day operations on integrated systems and guarantee agent status synchronization



### Enhanced Admin Experience

Provide enhanced observability and billing capabilities



### **Business Automation**

Pre-configured automations and new actions enable optimized performance



### Enhanced Admin Experience

Introduce observability on automations execution



### Enhanced Agent Experience

Customization, Al and Digital capabilities on embedded experience.



### Enhanced Admin Experience

Better control on synced data between 3rd party systems and Talkdesk



### **Expanded Offer**

NetSuite Integration available for common use cases automations and data synchronization



### Enhanced Supervisor Experience

Data integrated between 3rd party systems and Talkdesk WEM/WFM



### Talkdesk Integrations

Automate business logic and optimize agent performance

### Investment Area

Agent Experience & Automation

#### Now

Embedded Workspace
Call controls and Talkdesk UI
embedded in ServiceNow, Zendesk
and Dynamics 365

### Automate agent processes

New actions enable automations for contact creation and updates, and call logging in SAP C4C.

### Simplify agent operation

CTI Integration with click-to-call capabilities on HubSpot, SFDC Service Cloud Voice and Microsoft Teams

### Next

Simplify agent operation
"Relate-to" capabilities on SAP, Oracle
and HubSpot for call relation with

and HubSpot for call relation with incidents, cases, opportunities, etc.

### Presence Sync

Agent status synchronization between Talkdesk and 3rd party systems (ServiceNow, Zendesk)

### **Embedded Workspace**

Talkdesk embedded in **Zendesk** in focus when a call is ringing

#### Later

### **Embedded Workspace**

Enhanced embedded experience with configurable sizes and modules

### **Embedded Workspace**

Native Talkdesk app on main 3rd party integrations (Zendesk, others)

### Presence Sync

Agent status synchronization between Talkdesk and main 3rd party integrations

### Simplify agent operation

Al and Digital available in **Salesforce**. Telco Services for **Microsoft Teams** users.

### Admin Experience

#### Contacts data selection

Select which contact fields are synced from **Dynamics 365** to Talkdesk

### Simplified integration configuration

Pre-configured automations on **HubSpot** and **ServiceNow** for common use cases

### Improved Observability

Integrations automations execution logs with status information on Explore

### **NetSuite Integration**

Support common use cases for a Talkdesk integration with **NetSuite** 

### Improved Observability

Proactive alerts to multiple destinations when an automation fails

### Data Sync for WEM/WFM

Enhance Talkdesk WEM/WFM with Salesforce and Zendesk data

### Simplify admin operation Billing for **Microsoft Teams** users.

:talkdesk

### **Customization & Self-Service Integrations**

Low/No-Code integrations tools. APIs for autonomous integrations. UI Customization.



### DELIVERED NEXT



#### **UI Customization**

Build and Customize Talkdesk UI for an enhanced user experience with **Workspace Designer** 



### **Improved Extensibility**

Use you custom built cards and apps on Multiple Workspace extension points



### Talkdesk UX Customization

**LATER** 

Extended control on how agent UX is done. From customization of existing Talkdesk apps, to custom apps with Talkdesk components



### Integration Customization

New capabilities for data synchronization between 3rd party systems and Talkdesk



### **Admin Experience**

Provide observability over the executions of the custom build solutions for increased control and fast issue fixing



### **Integration Customization**

Extend the current Out-of-the-box integrations for custom use cases in a simple way



### **Admin Experience**

Documentation and shared spaces to support custom development



### **Public Integration APIs**

Talkdesk Public APIs focused on providing Talkdesk data for custom or partner integrations



### **Business Logic**

Automate processes and data transfer/manipulation between multiple systems



### **Customization and Self-Service Integrations**

Low/No-Code customization tools for integrations and UI. APIs for autonomous integrations.

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Workspace UI and Data Extensibility

### Now

Low-Code/No-Code

From code to no-code components simplifying configurations. From UI customization and pre-configured Talkdesk data fetching.

### **Extension Points**

Deploy your custom UI in multiple Workspace canvas. From several voice and digital tabs, to standalone apps.

### Next

**Custom Extension Points** 

Multiple canvas per extension point, with individual naming and business logic.

### Improved Agent Flow

Reload or change your custom app base on trigger events. Auto-submit forms when pre-filled from context.

### Later

Customize Talkdesk Experience

Complement Talkdesk products with custom built cards and apps for a perfect agent experience.

Use components from Talkdesk products in your custom UI.

### Integrations and Business Logic Customization

**Data Synchronization** 

Map agents between an external system and Talkdesk using Connections.

### Optimize flow execution

Control a custom action execution waiting time, depending on external API performance or business requirement

#### Data Synchronization

Synchronize contacts from an external system and Talkdesk using Connections.

#### **Generic WEM Connector**

Available Talkdesk APIs for custom integration with 3rd party WEM/WFM systems

### Integration Customization

Extend out-of-the-box integration with custom made actions

### Complex Business Logic Automation

Multi-step custom automations between multiple systems and Talkdesk. Enhanced automation triggers such as webhooks or API calls.

### Admin Experience

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### Simplify Development

Enhanced public developer documentation with blueprints and guides. Developer Community for interaction with product team.

### Observability

Observability over automations, actions and UI executions fails for simplified configuration fixed.

### Simplify Development

Virtual help while configuring UI, automations and integrations.

## Thank you!

