

EXHIBIT 2

GOVERNANCE TERMS

**1.1 Governance.** This governance section describes certain obligations of the Supplier as a participating Supplier in GTA's Direct Network Services Program with respect to reporting, forecasting, coordination and other activities in support of GTA's overall governance to accurately govern the GTA Direct contract performance.

The objective of the activities described and contemplated in this governance is to promote the meeting of Customer objectives with respect to the services obtained under the GTA Network Services Program and to promote healthy relationships among GTA, Supplier and Customer. The Parties anticipate that the GTA Direct Network Services Program will evolve as new opportunities arise to enhance the program's goals and objectives.

GTA may identify and define from time to time certain governance, administration and performance monitoring, reviewing and reporting activities related to the Supplier, who shall participate in and support such activities in accordance with the reasonable requests and instructions of GTA as further described in this section.

**Governance Reporting and Forecasting.** In Accordance with the requirements provided by GTA, Supplier shall regularly provide GTA:

- A description of all Customer or prospective Customer requests for GTA Direct Network Services Program, including such requests that result in the preparation of a proposal or draft of a Customer Purchase Agreement;
- Copies of all Customer Purchase Agreements prepared for submission to and consideration by GTA that include Customer (or proposed Customer) contact info.;
- Volume/revenue reports on a quarterly basis, as defined in the Master Service Agreement "MSA" that also describe the mix of services being consumed by Customers; and
- High-level quarterly forecasts of anticipated new customers or contract growth. GTA does not expect providers to give extensive insight into their sales process. GTA simply requests directional insights into the health of each provider's contract.

**Quarterly Business Reviews.** Additionally, Supplier will participate in quarterly Business Planning meetings with GTA, to discuss performance and to address any issues or concerns Supplier may have.

**Website Audits.** The MSA includes a requirement for Suppliers to create and maintain dedicated webpages to publish information specific to their GTA contracts. GTA will periodically audit these websites to assure they conform to requirements.

**Customer Purchase Agreements.** GTA will require all Customer Purchase Agreements to be submitted for GTA to hold in a repository.

**Customer Contact Information.** GTA will require providers to submit and keep current the contact information for one customer decision-maker for each customer that signs an agreement under a GTA Direct contract. GTA is aware of Customer Protected Network Information (CPNI) regulations, and we are not asking providers to violate them. It is our understanding that providing a customer name, email address and phone number are not prohibited by CPNI. However, to mitigate any potential concerns, GTA is asking suppliers to obtain a Customer

GTA DIRECT NETWORK SERVICES  
98000-00000-4666

Acknowledgement Form each time a customer buys from its contracts, which notifies customers that basic contact information will be provided to GTA. This requirement is so that GTA can have an audit trail of customers using our contracts and that we can, from time-to-time communicate about changes to our contracts.

**Addressing Specific Customer Issues.** Supplier will consult with and support the efficient and effective resolution of any service performance issues with Customers (and, as applicable, GTA, including as requested or directed by GTA), including issues that may be raised from time to time by such Customers (whether to Supplier directly or through GTA). In all such cases, Supplier's focus will be on resolving issues at the lowest possible escalation level and consistent with the approach set out below.

**Interpretation of Provisions in Governance Section.** The provisions in this Governance section are intended to set forth the principles upon which the GTA Direct Network Services Program will operate, but are not intended to alter the plain meaning of the MSA or Customer Purchase Agreements or to change the scope of the Parties' respective obligations thereunder. Without limiting the foregoing, GTA shall have no responsibility for the performance of Supplier or Customer under their respective Customer Purchase Agreements.

**Fee for Administrative Services.** Supplier agrees to remit to GTA a fee for administrative services ("Fee") as specified below. The prices stated in the Proposal shall include all amounts necessary for Supplier to meet this obligation. Supplier shall factor the Fee into its pricing and shall not separately itemize or invoice for the Fee.

Supplier shall pay to GTA a Fee equal to two and a half percent (2.5%) of the total dollar amount collected from Agencies for all sales under this Agreement during each Payment Period (excluding sales taxes and adjusted for credits or refunds). Payment for each Payment Period must be received on or before the last day of the month immediately following the end of the Payment Period. (Example: Payment for the quarterly Payment Period of Jul. – Sept. 2020 is due on or before Oct. 31, 2020).

Payments are to be mailed to:

Georgia Technology Authority  
47 Trinity Avenue, S.W., 6th Floor  
Atlanta GA 30334  
Attention: Accounts Receivable

Payments shall be made to the order of the Georgia Technology Authority. If the amount due for a Payment Period is less than ten dollars (\$10.00), no payment is required.

Supplier shall submit a report prepared and delivered to GTA that reflects any information requested by GTA to verify the amount due ("Usage Report") for each Payment Period, even if no payment is due for the Payment Period. Usage Reports for each Payment Period must be received on or before the last day of the month immediately following the end of the Payment Period. (Example: Usage Report for the quarterly Payment Period of Jul. – Sept. 2020 is due on or before Oct. 31, 2020). Each Usage Report shall reflect, at a minimum, the following information for the applicable Payment Period:

- (a) Supplier's name

GTA DIRECT NETWORK SERVICES  
98000-00000-4666

- (b) Contract number
- (c) Payment Period/quarter
- (d) Total dollar amount invoiced to Agencies (excluding sales taxes and showing any adjustments for credits or refunds)
- (e) The number, date, and amount of Supplier's check to GTA.

GTA may require the Supplier to provide a separate, more detailed Usage Report. Should this be necessary, GTA will work directly with the Supplier to determine the appropriate content and format of the separate report. Separate reports may be required on a quarterly basis.

All amounts that become payable by the Supplier to GTA under this Agreement shall, at GTA discretion, bear simple interest from the day due until paid unless paid within thirty (30) calendar days of becoming due. The interest rate shall be the highest prime rate (as published in The Wall Street Journal) plus two percent (2%) per annum (unless a higher rate is provided by law, but in no event be greater than the maximum interest rate permitted by law), shall be variable, and shall be adjusted effective at the close of business on the day of any change in prime rate.

Failure to pay any amount due pursuant to this clause may result, in addition to any and all other remedies provided in this Agreement, in law or in equity, in the Supplier's debarment pursuant to O.C.G.A. Section 50-24-5, as amended.