

Virginia Information Technologies Agency



## **Exhibit 1.1 – MOD. 2**

### **Definitions**

VA-180915-XERX: Managed Print Services

**COMMONWEALTH OF VIRGINIA  
VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)  
SUPPLY CHAIN MANAGEMENT DIVISION**

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CHESTER, VIRGINIA 23836

Consistent with Section 23.7.6 of the Agreement, 23.7.6, as used in this Exhibit 1.1, unless the context requires otherwise, (a) “including” (and any of its derivative forms) means including but not limited to, (b) “may” means has the right, but not the obligation to do something and “may not” means does not have the right to do something, (c) “will,” “must” and “shall” are expressions of command, not merely expressions of future intent or expectation, (d) “or” shall not be exclusive, (e). words used in the singular include the plural, the plural includes the singular, and the neuter gender includes the masculine and the feminine, and (f) the words “herein,” “hereof,” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section, Subsection or other subdivision.

As a component of the Integrated Services Platform, VITA seeks to maintain consistent terminology among its Integrated Suppliers. Consequently, this **Exhibit 1.1 (Definitions)** may contain certain definitions that are not currently used in this Agreement. The inclusion of definitions in this **Exhibit 1.1 (Definitions)** that are not used in this Agreement shall have no impact on the rights or obligations of the Parties hereunder.

## Definitions

| Term                       | Definition  |
|----------------------------|---|
| “N” Release Level          | Means the current release level of any Software product.  |
| “N-1” or “N-n”             | Means NVP or N-Version Programming which are a method of designating program level or program currency. For example, N-1 means that the program or software in place is one (1) release level less than the now-current version of that product.  |
| “24x7”                     | 24 hours per day, 7 days per week or such a period of time.   |
| “ABEND(s)”                 | Abnormal ENDing(s)  |
| “Acceptance Criteria”      | Means criteria agreed by VITA and the Supplier in this Agreement or otherwise in writing, to confirm that a Deliverable meets its functional, technical, design and performance specifications in all material respects.  |
| “Acceptance” or “Accepted” | Means the written determination in VITA’s reasonable discretion and in accordance with any applicable Acceptance Criteria of the following: <ul style="list-style-type: none"> <li>(i) the successful delivery and performance of the Services or other contractual commitments at the designated location(s), including completed and successful Acceptance testing in conformance with the Requirements, or</li> <li>(ii) the compliance in all material respects of any Deliverable with the technical, design and/or functional specifications provided in this Contract, third party vendor standard documentation, or otherwise agreed upon in writing by the Parties.</li> </ul> |
| “Access Control List”      | Means list of security access permissions attached to Equipment, Application, or network segment.   |
| “Access Rights”            | Means the privileges that are granted to a User, or perhaps to a program, to read, write and erase files in the computer system. Access rights can be tied to a particular server, to directories within that server or to specific programs and data files.  |
| “Account Executive”        | Has the meaning provided in <b>Section 5.8 (Account Executive and Manager)</b> of the Agreement.  |
| “Account Manager”          | Has the meaning provided in <b>Section 5.8 (Account Executive and Manager)</b> of the Agreement.  |
| “ACD”                      | Automated Call Distribution.  |

| Term                            | Definition  |
|---------------------------------|---|
| “ACL”                           | Access Control List.  |
| “Action Plan”                   | Means a specific method or process to achieve the results called for by one or more objectives. May be a simpler version of a Project Plan.   |
| “Actual Uptime”                 | Means, of the Critical Uptime, the aggregate number of minutes during which the applicable Service component is Available.  |
| “ADA”                           | Americans with Disabilities Act   |
| “Additional Resource Charge”    | Means the incremental charges set forth in <b>Exhibit 4 (Pricing and Financial Provisions)</b> for the use of Resource Units above the monthly Resource Baselines.  |
| “Additional Services”           | Has the meaning provided in <b>Section 1.11.1 (Additional Services)</b> of the Agreement.   |
| “Ad-Hoc Report”                 | Means improvised, impromptu, or special purpose report that has not been previously developed.  |
| “Adjustments”                   | Means adjustments to the Monthly Base Charge required to reconcile the Monthly Base Charge to the financial agreements of the Parties, and includes Additional Resource Charges, Reduced Resource Credits, Deliverable Credits, Earnbacks, errors and omissions from previous months, and similar other pricing adjustments that reconcile the Monthly Base Charge to the Charges actually owed by VITA to Supplier for Services in the applicable month. |
| “ADM”                           | Application Development and Maintenance   |
| “Affected Services”             | Means the Services that will cease to be performed in whole or in part by Supplier upon expiration of the Agreement or as a result of termination.  |
| “Affiliate”                     | Means, with respect to an entity, any other entity or person that is then-Controlling, Controlled by or under common Control with such entity.  |
| “Agency”                        | See Customer  |
| “Agent”                         | Any third party independent agent of any Customer, including third party suppliers of services.   |
| “Agreement”                     | Has the meaning set forth in the introductory paragraph of the Master Services Agreement, consisting of the General Terms and Conditions and the Exhibits and other attachments thereto which are incorporated therein in accordance with <b>Section 23.27 (Contract Documents)</b> .   |
| “AICPA”                         | American Institute of Certified Public Accountants  |
| “Allocation of Pool Percentage” | Means the portion of the Pool Percentage Available for Allocation that is specified for a Performance Category. The total of all Allocation of Pool Percentages shall not exceed the Pool Percentage Available for Allocation.  |
| “Annual Base Charge(s)”         | Means the annual charges to VITA for Supplier’s provision of the Services in accordance with the levels of Resource Unit usage included in the monthly Resource Baselines as further described in <b>Exhibit 4 (Pricing and Financial Provisions)</b> .   |
| “ANSI”                          | American National Standards Institute, a non-profit organization that coordinates and supports the U.S. voluntary consensus standards for industry.   |
| “Antivirus Software”            | Means all software programs and programming (and all modifications, replacements, Upgrades, enhancements, documentation, materials and media related thereto) that are used to monitor for, filter and detect the presence of Malicious Code and repair or remediate the effects of Malicious Code.   |
| “API”                           | Application Program Interface, which is an interface that a software program implements in order to allow other software to interact with it, much in the same way that software might implement a user interface in  |

| Term                                       | Definition  |
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|  | order to allow humans to use it. APIs are implemented by applications, libraries and operating systems to define how other software can make calls to or request services from them. An API determines the vocabulary and calling conventions the programmer should employ to use the services. It may include specifications for routines, data structures, object classes, and protocols used to communicate between the consumer and implementer of the API. (Wikipedia)   |
| “Appliances”                               | Means a virtual machine image or hardware device consisting of a pre-configured operating system environment and integrated software to perform a specific function in support of Customer Applications (e.g. application monitor, load balancer, spam filter, etc.).   |
| “Application Development and Maintenance”  | Means specific services, functions, and responsibilities including planning, implementing and ongoing support for Applications and solutions to meet a Customer’s business objectives.  |
| “Application Server(s)”                    | Means any Server designated by VITA for hosting Applications.   |
| “Applications” and “Applications Software” | Means all software programs and programming (and all modifications, replacements, Upgrades, enhancements, documentation, materials, media, on-line help documentation and tools related thereto) that perform User or Customer-related information processing functions or support day-to-day operations (including the supporting documentation, media, on-line help facilities, and tutorials), or otherwise used in the provision of Services by Supplier. Applications Software does not include the tools, utilities, or Operating Software or Systems Software used to deliver Applications Software. |
| “ARC”                                      | Additional Resource Charge.   |
| “Architecture” or “Technical Architecture” | Means the design, process, strategies, and specification of the overall structure, logical components, and the logical interrelationships of Equipment and Software, including System Software, a Network, or other reasonably related conception.  |
| “Asset Management”                         | Means the business processes responsible for tracking and reporting the value and ownership of assets throughout their lifecycle.   |
| “At-Risk Amount”                           | Means, for any month during the Term, a percent of the Service Level Invoice Amount, which is the maximum amount that the Supplier will have at risk for Service Level Credits for such month as set forth in <b>Exhibit 3.1 (Service Level Matrix)</b> .   |
| “ATM”                                      | Asynchronous Transfer Mode.   |
| “ATOT”                                     | At Time of Test.  |
| “Audit Period”                             | Means the period that Supplier is required to retain records subject to audit by VITA under this Agreement, as required under applicable law, VITA Rules or otherwise requested by VITA.  |
| “Audit Trail”                              | Means a record of transactions in an information system that provides verification of the activity of the system.   |
| “Auto Attendant”                           | Means all requirements of VITA or, including administrative, scheduling and programming, for automated attendant functionality which can manage the flow of incoming calls and outgoing calls, including the queuing of calls, use touch-tone or speech input, route callers to specific destinations, provide access to prerecorded information, and can take messages 24x7.   |
| “Availability Management”                  | Means processes to ensure services are available as contemplated by this Agreement.   |



| Term   | Definition   |
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| “Availability” or “Available”                  | Means that the full functionality of a Service component is available for use by the Users so that it is not degraded in any material respect.   |
| “Availability Plan”                            | Means a plan to ensure that existing and future Availability requirements for Services can be provided effectively and efficiently.  |
| “BAFO”   | Best and Final Offer   |
| “Base Charge(s)”                               | Means, as applicable, the monthly charge to VITA for Supplier’s provision of the Services in accordance with the levels of Resource Unit usage included in the monthly Resource Baselines as further described in <b>Exhibit 4 (Pricing and Financial Provisions)</b> .  |
| “Base Year Index”                              | Has the meaning set forth in <b>Exhibit 4 (Pricing and Financial Provisions)</b> .   |
| “Batch”  | Means the daily or nightly process which takes pending transactions and performs the work associated with them.  |
| “BCM”  | Business Continuity Management.  |
| “BCP”  | Business Continuity Planning.  |
| “BCRS”   | Business Continuity and Recovery Services.   |
| “BIA”  | Business Impact Analysis.  |
| “BRM”  | Business Relationship Manager, which are persons provided by Supplier to perform the Business Relationship Management function (see also Customer Account Manager).  |
| “Broadband”                                    | Means high-speed Internet connectivity, such as might be provided via Digital Subscriber Line, cable modem, or 4G Cellular.  |
| “Business Continuity (Services)”               | Means the overall, company-wide plans and activities that are intended to enable continued business operation in the event of any unforeseen interruption (for example, plans and activities to move a department or business unit to a new location in the event of a business disruption). The Business Continuity Services consist of the Business Recovery related Services. |
| “Business Continuity Management”               | Means the higher level process of ensuring business continuity, of which Information Technology Service Continuity Management (ITSCM) is a part.   |
| “Business Day”                                 | Means each day from Monday through Friday, excluding Commonwealth-designated holidays.   |
| “Business Hour(s)”                             | Unless otherwise indicated, Business Hours are 7 a.m.-7 p.m. Eastern Standard/Daylight Time on Business Days.  |
| “Business Process Management System” or “BPMS” | Means the systematic approach to making an organization's workflow more effective, more efficient and more capable of adapting to an ever-changing environment. Includes tools with design, modeling, execution, monitoring, optimization and re-engineering of business process capabilities.   |
| “Business Rules Management System” or “BRMS”   | Means a software system used to define, deploy, execute, monitor and maintain the variety and complexity of decision logic that is used by operational systems within an organization or enterprise.   |
| “Business Service”                             | Means a service that is delivered by a Customer to its constituents.   |
| “CAB/EC”                                       | CAB/Emergency Committee.   |
| “CAB/Emergency Committee”                      | Means a subset of the full CAB with authority to make emergency decisions. ITIL: An emergency meeting of the CAB, usually with a reduced number of members to consider urgent, high impact Changes.  |
| “Cabling”                                      | Means the physical connection between Equipment and a wall jack (i.e., the connections outside the wall), including physical cabling media, peripheral cabling used to interconnect electronic equipment, all terminating hardware and cross-connect fields, but not including conduits and pathways.  |

| Term                                | Definition  |
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| "Call(s)"                           | Means any problem that is: (i) opened at the Service Desk due to a received contact; (ii) recorded by an automated resolution process; (iii) detected; or (iv) detected by a support technician who enters the service request. A Call is considered a subset of Contacts.  |
| "Capacity Management"               | Means the responsibility for ensuring that the Capacity of the IT infrastructure matches the evolving demands of the business in a cost-effective and timely manner.  |
| "Capacity Management Database"      | Means could be implemented as multiple physical databases used to generate Capacity Management reporting.   |
| "Capped T&M"                        | Has the meaning set forth in <b>Exhibit 4 (Pricing and Financial Provisions)</b> .  |
| "Carrier"                           | See "Transport Vendor."   |
| "Cascade"                           | Means a multiple move in order to replace one. Referenced in an IMAC (Install, Maintenance, Addition, Change) when an asset that still has a useful life but is no longer the current version or standard. That asset can be transferred (a cascade) to another location/user/department that does not require a current version or standard. Or, one user requires an upgrade to an asset and the user's "old" equipment is still current and that "old" equipment is moved (cascade) to another user. |
| "CCH"                               | Computerized Criminal History.  |
| "CCMIS"                             | Call Center Management Information System.  |
| "CD"                                | Compact Disk.   |
| "CDB"                               | Capacity Management Database.   |
| "CDR"                               | Call Detail Reporting.  |
| "CD-ROM"                            | Compact Disk Read Only Memory.  |
| "Cellular"                          | Means a wireless network supporting mobile phones and digital communication for mobile devices.   |
| "Centrex Services"                  | Means Voice Switch-like services provided from a Supplier or Third Party premise. Centrex includes all the equipment within this premise, any Transport services connecting to the VITA or designed site(s), and all connections to the PSTN. Centrex further includes all premise equipment including handsets, proprietary handsets, cabling and wiring, used by Supplier in connection with its provisioning of voice services to the Users workspace.   |
| "CEO"                               | Chief Executive Officer.  |
| "CESC"                              | Commonwealth Enterprise Services Center.  |
| "CF"                                | Cross-Functional.   |
| "CFO"                               | Chief Financial Officer.  |
| "Change"                            | has the meaning set forth in <b>Section 1.11 (Changes)</b> of the Agreement.  |
| "Change Advisory Board" ("CAB")     | Means the board or other group that considers Requests for Change (RFCs) and recommend implementation or rejection based on business needs.   |
| "Change Control Procedures"         | Means the procedures that govern Changes, including (1) the process by which a Party may request a Change; (2) the process to be followed in analyzing the effects of, and deciding whether to implement, a Change, and (3) the manner in which any agreed upon Change will be implemented, which shall in all events be consistent with and subject to the requirements and rules applicable to Changes set forth in <b>Section 1.11 (Changes)</b> of the Agreement.                                   |
| "Change in Control of the Supplier" | Means an announcement by the Supplier (whether or not ultimately consummated) (a) that any other entity, person or "group" (as such term  |

| Term                              | Definition   |
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|                                   | is used in Section 13(d) of the Securities Exchange Act of 1934, as amended) will acquire (and eventually does acquire) Control, or all or substantially all of the assets, of the Supplier (or any parent company of the Supplier), whether directly or indirectly, in a single transaction or series of related transactions, or (b) that the Supplier (or any parent company of the Supplier) will consolidate with, or be merged with or into, another entity, or will sell, assign, convey, transfer, lease or otherwise dispose of all or substantially all of the assets of the Supplier to another person(s) or entity(ies). |
| “Change Management” (“CM”)        | Means the processes relating to planning and performing all changes in the Customers’ IT environments pertaining to the Services, including changes to individual components and coordination of changes across all components. The Change Management processes will support and include checkpoints to determine any potential or required Change Control Procedures, and will endeavor to make changes in a controlled manner without any unnecessary disruption.  |
| “Change Request Authorization(s)” | Means the process and any related forms required to request and authorize changes requested by VITA, where such changes are within the scope of the existing Services.   |
| “Chargeback”                      | Means the services so described <b>Exhibit 4 (Pricing and Financial Provisions)</b> involving the allocation of Charges among Customers.   |
| “Chargeback System”               | The system for Chargeback.   |
| “Charges”                         | Means the charges payable to the Supplier, as expressly provided in the Agreement, for performing its Services.  |
| “CI(s)”                           | Configuration Item(s).   |
| “Claim”                           | Means any demand, or any civil, criminal, administrative, action, or proceeding made, commenced or threatened against an entity or person by an unaffiliated third party; provided that for the purposes of this definition, an employee of either Party is considered an unaffiliated third party.  |
| “Cloud”                           | Means a collection of services and infrastructure to provide hosted computing capacity or software services. Cloud services are typically shared by a supplier across multiple customers and are available via the public Internet. Cloud may also refer to infrastructure hosted privately (Private Cloud) for VITA or other Customers and providing similar services to the Public Cloud.  |
| “Cloud Computing”                 | Means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction.   |
| “Cloud Service Broker” (“CSB”)    | Means an entity (real or virtual) that manages the use, performance and delivery of Cloud services, in addition to enabling the negotiations and relationships between Cloud providers and Cloud consumers. NIST defines CSB as an IT role and business model in which a company or other entity adds value to one or more Public or Private Cloud services on behalf of one or more consumers of that service via three primary roles including aggregation, integration and customization brokerage.   |
| “CMDB”                            | Configuration Management Database.   |
| “CMIS”                            | Capacity Management Information System.  |
| “CMM”                             | Capability Maturity Model.   |



| Term  | Definition   |
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| "CMO"   | Current Mode of Operations.  |
| "CMS"   | Configuration Management System.   |
| "CODEC"   | Coder/Decoder.   |
| "COE"   | Common Operating Environment.  |
| "COLA"  | Cost of Living Adjustment.   |
| "Collaborative Applications"                      | Means and includes legacy Applications containing functionality to enable electronic communication and messaging; work group collaboration; information transfers; frequently-asked questions (FAQs); and similar Application that allow collaborative interaction and receipt/transfer of data and information both within and outside of VITA and Customers. Examples of current and/or future Collaborative Applications include, but are not limited to, Lotus Notes, electronic mail, calendaring, whiteboarding, version control systems, electronic newsletters, and instant messaging. |
| "Colocation" or "Colo"                            | Data Center facility in which space is available for rent for servers and other computing hardware. Colocation suppliers provide the building, cooling, power, bandwidth and physical security, while the Customer provides servers and storage.   |
| "Commencement Date"                               | Commencement Date is December 15, 2018.  |
| "Commercial off-the-shelf" ("COTS")               | Means Equipment and/or Software, as applicable, that is readily available to the public from a Third Party or Supplier.  |
| "Commonwealth"                                    | Means the Commonwealth of Virginia, the government of the Commonwealth of Virginia, including its agencies and departments.  |
| "Commonwealth Works"                              | Means any materials (including documents, drawings, designs, computer code, or other tangible form or medium in which a work of authorship or expression is fixed, or any invention, business method, or process materials) and Intellectual Property that were acquired, licensed, or developed by VITA or another Customer either (a) prior to the commencement of the Supplier's work on behalf of VITA or Customer under the Agreement, or (b) independent of the Agreement.   |
| "Compliance"                                      | Means, with respect to Software, Equipment, Systems or other contract Deliverables to be implemented, designed, developed, maintained, modified, enhanced, delivered, integrated, installed and/or tested by Supplier, compliance in all material respects with the Specifications.  |
| "Component"                                       | Means a grouping of services, hardware, software functionally, or a separate software object in the solution that has the ability to "stand alone" or "integrate with other components" as required.   |
| "Comprehensive Infrastructure Agreement" or "CIA" | Means the Comprehensive Infrastructure Agreement, dated as of November 14, 2005, by and between the Commonwealth, acting through VITA and Northrop Grumman Systems Corporation, the successor-in-interest by merger to Northrop Grumman Information Technology, Inc., as amended.  |
| "Computer Based Training" ("CBT")                 | Means any course of instruction whose primary means of delivery is a computer. A CBT course (sometimes called courseware) may be delivered via a software product installed on a single computer, through a corporate or educational intranet, or over the Internet as Web-based training.   |
| "Computer Virus"                                  | Means any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, alter or disrupt any computer program, firmware, or hardware or which could, in any manner, reveal,   |



| Term   | Definition   |
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|  | damage, destroy, alter or disrupt any data or other information accessed through or processed by such software in any manner.  |
| “Conditional Event”                          | Means the use of a completed Deliverable is conditioned upon another event or use with another Deliverable or product that is not available as of the time of delivery of such completed Deliverable.  |
| “Conferencing Network”                       | Means the portion of VITA’s or other Customer’s Network consisting of Conferencing Premise Equipment, Software, Transport Systems, Interconnect Devices, and Cabling used to create, connect, and transmit voice and video to Users.   |
| “Conferencing Premise Equipment”             | Means the Equipment, features, accessories, peripherals, and Cabling supported or used by Supplier in connection with its provision of Conferencing Services to the Users, including room-based and cart-based video and audio conference equipment (e.g., audio/video switching equipment, control computers, monitors, cameras, document viewers, CODEC, sound systems, video and audio conferencing bridges, mixers, multi-point bridging equipment, studio room equipment, and associated diagnostic equipment), and all additions, modifications, substitutions, upgrades, or enhancements to such Equipment. |
| “Confidential Information”                   | Has the meaning set forth in Section 17.1 of the Agreement.  |
| “Configuration”                              | Means the parameters that instruct a Configuration Item how to perform its designated Function.  |
| “Configuration Item” (“CI”)                  | Means a component of an IT infrastructure - or an item, such as a request for change, associated with an infrastructure - that is (or is to be) under the control of Configuration Management. CIs may vary widely in complexity, size and type -from an entire system (including all hardware, software and documentation) to a single software module or a minor hardware component.   |
| “Configuration Management”                   | Means the process of identifying and defining Configuration Items in a system, recording and reporting the status of Configuration Items and Requests for Change, and verifying the completeness and correctness of the Configuration Items.   |
| “Configuration Management Database” (“CMDB”) | A Service Management System as defined and described in <b>Exhibit 2 (Description of Services and Solution)</b> .  |
| “Connectivity”                               | Means the ability to access and exchange data, voice, and/or video electronic impulses between various Infrastructure components and with external sources as approved by VITA and provided to Users.  |
| “Consent”                                    | Means consent, approval, authorization, clearance, exemption, waiver, or similar affirmation by any Person given in accordance with the Agreement.   |
| “Consumable Supplies”                        | Means the consumable items used to support full functionality of the print Device and (as applicable for the Device) includes toner, developer, cartridges, fuser agent, ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print cartridges, drum cartridges, waste trays, cleaning kits, and staples.   |
| “Contract Change”                            | Means any change to any provision of the Agreement, in accordance with the applicable process.   |
| “Contract Records”                           | Means complete and accurate records of, and supporting documentation for, all Charges, all Customer data and all transactions, authorizations, changes, implementations, soft document accesses, reports, filings, returns, analyses, procedures, controls, records, data or information created, generated, collected, processed or stored by the Supplier in the performance of its obligations under the Agreement.   |

| Term                                      | Definition  |
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| "Contract Year"                           | Means each twelve (12) month period commencing at 12:00 a.m. on the Commencement Date and each twelve-month anniversary thereof during the Term, including during any extensions of the Term.   |
| "Control" (and its derivatives)           | Means, with respect to any Entity, the power to direct or cause the direction of management or policies of such Entity, whether through the ownership of voting securities, by contract or otherwise.   |
| "Controlled Penetration Tests"            | Means a type of Assessment that tests the vulnerability of Systems to unauthorized external interventions or improper uses.   |
| "CONUS"                                   | Means the continental United States.  |
| "Continuous Service Improvement" or "CSI" | Means Supplier's general obligations to continually evolve services and enhance quality, at minimum in accordance with industry standards, in accordance with <b>Section 2.5 (Quality Assurance and Continuous Improvement)</b> of the Agreement.   |
| "COTS"                                    | Commercial Off the Shelf.   |
| "COV" or "COVA"                           | Means the Commonwealth.   |
| "CPU"                                     | Central Processing Unit   |
| "CRAC"                                    | Computer Room Air Conditioning  |
| "Critical Applications"                   | Means the Applications designated as Critical Applications in the Service Management Manual.  |
| "Critical Deliverables"                   | Means the One-Time Deliverables and Recurring Deliverables that have associated Deliverable Credits payable to VITA in the event Supplier fails to successfully and timely complete such Deliverables.  |
| "Critical Service Level"                  | Means any Service Level designated as "critical" by VITA, and with respect to which VITA may become entitled to receive Service Level Credits as a result of Supplier's failure to satisfy the associated Service Level standards.  |
| "CRM"                                     | Customer Relationship Management  |
| "Cross-Functional Services"               | Means those Services performed in connection with performing, and in support of, each of the Services, including those Services described in <b>Exhibit 2.2 (Description of Services - Cross-Functional Services)</b> . Cross-Functional Services typically integrate multiple standalone functions into a seamless delivery, often requiring multiple suppliers (including MSI, Service Tower Suppliers, Third Party Vendors, and Customers) to participate together in order to achieve the desired business outcome. |
| "CRS"                                     | Client Registration System  |
| "CSIRT"                                   | Computer Security Incident Response Team  |
| "CSS"                                     | Cascading Style Sheets  |
| "CTI"                                     | Computer Telephony Integration  |
| "Current Projects"                        | Means the projects underway in the IT infrastructure services environment at Commencement Date or applicable Go Live date.  |
| "Customer"                                | Means the Public Body(ies) designated by VITA to receive Services, as permitted by applicable Law. Customer includes VITA in its capacity as a recipient of the Services.   |
| "Customer Account Manager" or "CAM"       | Means an individual within VITA who is responsible for establishing and maintaining relationships with a set of VITA Customers and managing overall Customer satisfaction. CAMs work closely with Customers to identify issues and bring together and direct teams to resolve issues raised. The CAM is available to assist, provide guidance, and bring value to the Customer's IT needs. CAMs are members of the Platform Relationship Office and performs the Business Relationship Manager (BRM) function.          |
| "DART"                                    | Disentanglement Advisory & Recommendation Team  |
| "DASD"                                    | Direct Access Storage Device  |

| Term                                       | Definition   |
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| "Data Center"                              | Means any controlled or consolidated location where Equipment resides for the delivery of Services to VITA and the Customers. Data Centers generally include environmental controls (air conditioning, fire suppression, etc.), backup power supplies, network connections, and high security.   |
| "Data Center LAN"                          | System of Local Area Networks inside the Data Center that provide Network switching, routing, load balancing and other services.   |
| "Database"                                 | Means a structure set of data stored in a computing Device.  |
| "Database Administrator" ("DBA")           | Means an individual responsible for the design and management of databases and for the implementation of the Database Management System. DBA includes "logical" and "physical" database administrators.  |
| "Database Management System" ("DBMS")      | Means a system that controls the organization, storage, retrieval, security, and integrity of data in a database.  |
| "Days"                                     | Means, whether or not capitalized, calendar days unless otherwise indicated as Business Days.  |
| "DBA"                                      | Database Administrator/Administration  |
| "DBMS"                                     | Database Management System   |
| "Definitive Hardware Store" ("DHS")        | Means an area set aside for secure storage of hardware spares.   |
| "Definitive Software Library" ("DSL")      | Means a secure software library into which the master copies of all Software (except those version of VITA's and Customers' Application Software not released into the production environment) and associated documentation is stored and from here its control and release is managed.  |
| "Deliverable"                              | Means Software, Documentation, plans, reports, data, Work Product, and any other Materials, items or events, in each case describe or itemized as something that is developed, prepared or created and delivered or required to be developed, prepared or created and delivered or made available to VITA or other Customer as part of the Services, including the development or creation of Work Product. It also means any improvements, enhancements, modifications or customization made to the Supplier Materials (described in Section 11.2 (Supplier Materials)) as part of or in the course of performing the Services. |
| "Deliverable Credits"                      | Means the amount Supplier shall pay or credit to VITA, as specified in <b>Exhibit 3.3 (Critical Deliverables)</b> and <b>Exhibit 3.1 (Service Level Matrix)</b> , or as established by VITA as part of the Project approval process on a case by case basis, in recognition of the diminished value of the Services resulting from Supplier's failure to meet the agreed upon level of performance, and not as a penalty. Deliverable Credits includes credits associated with Critical Implementation Deliverables.   |
| "Demand Management"                        | The process to understand, influence, and ensure that Services continually meet the needs of Customers.  |
| "Development" or "Development Environment" | Means the Systems environment in which Software and databases are initially designed and created. Customers may have more than one Development Environment.  |
| "Description(s) of Services"               | Means <b>Exhibit 2</b> and its attachments, with respect to Supplier or other applicable Integrated Supplier. Without limiting the scope of the definition of Services in <b>Section 1 (Services)</b> of the Agreement, the Description of Services describe certain express duties, obligations and responsibilities of Supplier with respect to the Services, the functions being performed, and other terms specific to the applicable Services.  |



| Term                                  | Definition   |
|---------------------------------------|--|
| "Development Tool"                    | Means all software programs and programming (and all modifications, replacements, Upgrades, enhancements, documentation, materials, and media related thereto) that are used in the development, testing, deployment, and maintenance of Software.   |
| "Device"                              | Means a piece of equipment that has been made for a special purpose. It could be a combination of Hardware, Peripherals, Cables, and Device-specific Software.   |
| "DHCP"                                | Dynamic Host Configuration Protocol  |
| "DHS"                                 | Definitive Hardware Store  |
| "Digital Subscriber Line" ("DSL")     | Means a service providing Internet access or other Connectivity by transmitting digital data on the public switched telephone network.   |
| "Disabling Code"                      | Means (i) any code, program, or sub-program whose knowing or intended purpose is to damage or interfere with the operation of the System containing the code, program or sub-program, or to halt, disable or interfere with the operation of the Software, code, program, or sub-program, itself, or (ii) any device, method, or token that permits any Person to circumvent the normal security of the Software or the System containing the code.            |
| "Disaster"                            | Means an event or series of events constituting a disaster under the terms of the Disaster Recovery Plan or under the Supplier Disaster Recovery Plans.  |
| "Disaster Recovery" ("DR") (Services) | Means the process of following specific advance arrangements and procedures in response to a disaster, resumption of the critical business functions within a predetermined period of time, minimizing the amount of loss, and repairing or replacing the damaged facilities as soon as possible. The Disaster Recovery Services consist of the Disaster Recovery related Services and include support and coordination with the Business Continuity Services. |
| "Disaster Recovery Plan" ("DRP")      | Means the plan to execute Disaster Recovery Services.  |
| "Disaster Recovery Planning"          | Means, as defined by the ITIL, the series of processes that focus only upon the recovery processes, principally in response to physical disasters that are contained within BCM (Business Continuity Management).  |
| "DLSw"                                | Data Link Switching  |
| "DM"                                  | Demand Management  |
| "DMZ"                                 | Demilitarized Zone (in network security, a network that is isolated from, and serves as a neutral zone between, a trusted network (for example, a private intranet) and an untrusted network (for example, the Internet), provided that one or more secure gateways usually control access to the DMZ from the trusted or the untrusted network).  |
| "DNS"                                 | Domain Name System.  |
| "DOB"                                 | Date of Birth.   |
| "Document Data Store"                 | Means the repository of information maintained by the MSI and designated as such for use in support or delivery of the Services.   |
| "Documentation"                       | Means, collectively, written materials, documentation, specifications, technical manuals, training materials, guides, flow diagrams, file descriptions, notes and other written information, including as may be associated with a software Deliverable, System or otherwise in connection with the Services.  |
| "DOE"                                 | Date of Employment.  |



| Term                              | Definition  |
|-----------------------------------|---|
| "Downtime"                        | Means the time that a particular System, Application, Software, Equipment, Network or any other part of the Services is not Available during the Measurement Window.  |
| "DPV"                             | Delivery Point Validation.  |
| "DR"                              | Disaster Recovery.  |
| "DRL"                             | Disaster Recovery Level.  |
| "DRP"                             | Disaster Recovery Plan.   |
| "DSL"                             | Means, depending on context, either (a) Definitive Software Library or (b) Digital Subscriber Line.   |
| "DSU"                             | Data Service Unit.  |
| "DTE"                             | Data Terminal Equipment.  |
| "Earnback"                        | Means the methodology used to determine the "earning back", or reversal, of a Service Level Credit as described in <b>Exhibit 3 (Reporting and Service Level Management)</b> .  |
| "EBT"                             | Electronic Benefit Transfer .   |
| "ECA"                             | Economic Change Adjustment.   |
| "EDI"                             | Electronic Data Interchange.  |
| "EDM"                             | Employee Data Management.   |
| "EDSM"                            | Enterprise Distributed Systems Management.  |
| "EE"                              | Enterprise Extender.  |
| "EEO"                             | Equal Employment Opportunity..  |
| "Effective Date"                  | Has the meaning set forth in the first paragraph of the Agreement.  |
| "EFT"                             | Electronic Fund Transfer.   |
| "Electronic Self-Help"            | Any use of electronic means to exercise Supplier's license termination rights, if allowable pursuant to this Agreement, upon breach or cancellation, termination or expiration of the Agreement.  |
| "EMEA"                            | Europe, Middle East and Africa.   |
| "Enterprise Service Bus" or "ESB" | Means, the software mechanism to connect different applications across the enterprise for information exchange and sharing. Organizations can use the ESB for their particular units or across multiple organizations. This service component includes a service gateway as well as reverse proxy capability. |
| "Environment"                     | Means a subset of the IT infrastructure that is used for a particular purpose. For Example: Live Environment, Test Environment, Build Environment. Also used to reference physical Environments such as facilities, air conditioning, power systems, etc.   |
| "Environmental Controls"          | Means any uninterruptible power systems and related environmental conditioning/control equipment including; battery systems, converter, inverter, power switches, generators, fire suppression system, and related cooling systems).  |
| "EOL"                             | End of Life.  |
| "EoS"                             | End of Support Life.  |
| "EP"                              | Emulation Program.  |
| "EPLS"                            | Excluded Parties List System.   |
| "EPM"                             | Enterprise Performance Management.  |
| "Equipment"                       | Means the computer, telecommunications, and facility-related hardware, equipment, and peripherals (and all modifications, replacements, Upgrades, enhancements, documentation, materials, and media related thereto) that are used in connection with the Services, including by Supplier.                    |

| Term                             | Definition   |
|----------------------------------|--|
| "ERAS"                           | Enterprise Remote Access Services.   |
| "ERISA"                          | Employee Retirement Income Security Act.   |
| "ERP"                            | Enterprise Resource Planning.  |
| "ESB"                            | Enterprise Service Bus.  |
| "ESC"                            | Executive Steering Committee.  |
| "EU"                             | European Union.  |
| "EUC"                            | End-User Computing.  |
| "Event"                          | Means an Incident, including failures of service delivery, security breaches, etc.   |
| "Expected Service Level"         | Means the desired and expected level of performance for a Service Level, as set forth in <b>Exhibit 3.1 (Service Level Matrix)</b> .   |
| "Expected Service Level Default" | Means the Supplier's level of performance for a particular Service Level fails to meet the applicable Expected Service Level (but does not fail to meet the applicable Minimum Service Level), as specified in <b>Exhibit 3 (Reporting and Service Level Management)</b> and has failed to meet such Expected Service Level for four (4) or more occurrences in any rolling twelve (12) month period.  |
| "Extranet"                       | Means the portion of VITA's WAN, consisting of Equipment, Software, Transport Systems, Interconnect Devices, Wiring, and Cabling that are used to create, connect, and transmit data, voice, and video signals to, within, or among 'TA's customers, external partners, and Third-Party Vendors. The Extranet includes web sites that provide information to internal employees and also have secure areas to provide information and conduct business with certain Third Parties. The Extranet is not a public entity, but a private network whose access is provided over the public Internet. The Extranet Network may be delivered via a public circuit-switched service or VPN. The Extranet is subject to VITA Rules, including security policies. |
| "FAQ(s)"                         | Means a frequently asked question or list of such questions.   |
| "FCC"                            | Federal Communications Commission.   |
| "FDDI"                           | Fiber Distributed Data Interface.  |
| "FDMA"                           | Frequency Division Multiple Access.  |
| "Federal Tax Information (FTI)"  | Means any Federal tax information, including without limitation, and tax return-derived information received from the IRS.   |
| "FIPS"                           | Federal Information Processing Standards (Specific FIPS 140-2).  |
| "Firewall"                       | Means a Device that controls the transmission of data between two networks based on a set of rules and configurations.   |
| "Fiscal Year"                    | Means the fiscal year of the Commonwealth, which is the 12-month period that commences July 1st and ends June 30 <sup>th</sup> . A reference to the Fiscal Year of another entity shall refer to the fiscal year of that entity.   |
| "FISMA"                          | Federal Information Security Management Act of 2002.   |
| "FMLA"                           | Family Medical Leave Act.  |
| "FMO"                            | Future Mode of Operations.   |
| "FOIA"                           | Virginia Freedom of Information Act, §2.2-3700 <u>et seq</u> of the <u>Code of Virginia</u> .  |
| "Force Majeure Event"            | Means a fire, flood, pestilence, earthquake, elements of nature or acts of God, riots, or civil disorders; provided the non-performing Party is without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and could not reasonably be circumvented by the non-performing Party through the use of alternate  |

| Term                                  | Definition   |
|---------------------------------------|--|
|                                       | sources, workaround plans or other means (including, with respect to the Supplier, by the Supplier meeting its obligations for performing disaster recovery and business continuity services as described in this Agreement).  |
| "Forward Schedule of Changes" ("FSC") | Means a schedule that includes detail of all the changes approved for implementation and their proposed implementation dates.  |
| "FRM"                                 | Financial Responsibilities Matrix. May also refer to Financial Scope and Responsibilities Matrix.  |
| "FTP"                                 | File Transfer Protocol.  |
| "Full Time Equivalent" ("FTE")        | Means a level of effort, excluding vacation, holidays, training, administrative and other non-productive time (but including a reasonable amount of additional work outside normal business hours), equivalent to that which would be provided by one person working full time for one year. Unless otherwise agreed, one FTE will be 1,920 productive hours per year. Without VITA's prior written approval, one dedicated individual's total work effort cannot amount to more than one FTE. |
| "FTE Effort Hours"                    | Means, with respect to a particular task, assignment or Project, only the hours spent actually working to complete such task, assignment, or Project, but not any other activities. For the avoidance of doubt, FTE Effort Hours will not include any hours for Supplier Personnel delivering Services already covered under the Base Charges (as adjusted by ARCs or RRCs).   |
| "FTE Rates"                           | Means, in relation to each FTE, the hourly and monthly rates specified in <b>Exhibit 4 (Pricing and Financial Provisions)</b> for a particular skill category or position.   |
| "FTE Services"                        | Means Services that VITA or Customer agree are to be provided on an FTE Rate basis.  |
| "Full Time Professional" ("FTP")      | Means the productive level of effort, excluding non-productive time such as travel, vacation, holiday, training, education, marketing, administrative staff meetings, medical leave, and military leave, equivalent to that which would be provided by one (1) person working full time over the course of such month, provided that one (1) person's total effort during any month shall not amount to more than one (1) FTP in such month.   |
| "Functions"                           | Means functions, responsibilities, activities, deliveries, and tasks necessary, integral, or closely related to the performance of services.   |
| "G/L"                                 | General Ledger.  |
| "GAAP"                                | Means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as may be approved by a significant segment of the accounting profession, which are applicable to the circumstances as of the date of determination.                   |
| "Gateway Services"                    | Means connectivity between network segments, which may include Transport, Equipment, firewalls, or network address translation.  |
| "General Terms and Conditions"        | Has the meaning given in the introductory paragraph of this Agreement (i.e., the introductory paragraph of the Master Services Agreement through <b>Section 23.27 (Contract Documents)</b> )   |
| "Go Live"                             | Means the initiation by VITA of a specific service or set of services prior to the Commencement Date.  |



| Term                     | Definition  |
|--------------------------|---|
| "Governmental Authority" | Means any domestic (federal, state or local) or foreign government or governmental, regulatory or administrative authority, agency, commission, board, bureau, court or instrumentality of any kind.  |
| "GPS"                    | Global Positioning System.  |
| "GUI"                    | Graphic User Interface.   |
| "Hard IMAC"              | Means an approved IMAC request received from VITA or Customer, which requires the Supplier to dispatch a technician to the affected Site or User's location in order to perform such required IMAC. A Hard IMAC shall include a Soft IMAC, if necessary.  |
| "Hardware"               | See "Equipment."  |
| "HCM"                    | Human Capital Management.   |
| "Health Record"          | Means any written, printed or electronically recorded material maintained by a health care entity in the course of providing health services to an individual concerning the individual and the services provided. "Health record" also includes the substance of any communication made by an individual to a health care entity in confidence during or in connection with the provision of health services or information otherwise acquired by the health care entity about an individual in confidence and in connection with the provision of health services to the individual. (§ 32.1-127.1:03, Code of Virginia). |
| "Help Desk"              | Means the facilities, associated technologies, and fully trained staff who respond to calls, coordinate all problem and request management activities, and act as a single point of contact for Users.  |
| "HIPAA"                  | Means the Health Insurance Portability & Accountability Act of 1996, 42 U.S.C. § 201 et seq., and all regulations promulgated thereunder.   |
| "HITECH ACT"             | Means the Health Information Technology Act of 2009, 42 U.S.C. § 17901 et seq., and all regulations promulgated thereunder.   |
| "HR"                     | Human Resources.  |
| "HRIS"                   | Human Resources Information Services.   |
| "HRIT"                   | Human Resources Information Technology.   |
| "HSC"                    | Hardware Service Charge.  |
| "HTML"                   | Hyper Text Markup Language.   |
| "HVAC"                   | Heating, Ventilation, Air Conditioning Systems.   |
| "Hybrid Cloud"           | Means a service to provide Connectivity directly from a private Network to a Cloud supplier without using the public Internet as an intermediary. The hybrid cloud infrastructure is a composition of two or more distinct cloud infrastructures (private, community, or public) that remain unique entities, but are bound together by standardized or proprietary technology that enables data and application portability (e.g., Cloud bursting for load balancing between Clouds).  |
| "IAM"                    | Identity and Access Management.   |
| "ICE"                    | Integrated Computing Environment.   |
| "ID"                     | Identification.   |
| "IEEE"                   | Institute of Electrical and Electronics Engineers.  |
| "IES"                    | Information Exchange System.  |
| "IETF"                   | Internet Engineering Task Force.  |
| "ILEC"                   | Local Telco Providers.  |
| "IMAC(s)"                | Means and includes installations, moves, adds, changes, de-installations, and cascades for Equipment, Software, and related services at designated VITA Sites. IMACs will include: Hard IMACs, Soft IMACs, and Project IMACs.   |



| Term  | Definition  |
|---|---|
| "Impact"  | Means the measure of the business criticality of an Incident, Problem or Request for Change. Often equal to the extent of a distortion of agreed or expected Service Levels.  |
| "Implementation Milestones"                               | Means a key activity or Deliverable to be provided by Supplier in support of Implementation.  |
| "Implementation Plan"                                     | Means the plan(s) to which an applicable Implementation will be performed.  |
| "Implementation Services"                                 | Has the meaning provided in <b>Section 9.1 (Implementation Generally)</b> of the Agreement.   |
| "IMS"   | Information Management System.  |
| "Incident"  | Means an event which is not part of the standard operation of a service and which causes or may cause disruption to or a reduction in the quality of services and VITA and/or other Customer productivity. Incident is a common term of ITIL and ITSM disciplines and has the meaning therein.  |
| "Incident Management"                                     | Means process with the primary goal to restore normal Service operations as quickly as possible and minimize the adverse impact on business operations, thus ensuring that the best achievable levels of service quality and Availability are maintained.   |
| "Incident Management System"                              | Means an automated system used to track the status of Incident Records defined and maintained by Service Desk personnel.  |
| "Incident Record"   | Means the information captured by Service Desk personnel about an Incident.   |
| "Income Tax"  | Means any tax on or measured by the net income of a Party (including taxes on capital or net worth or revenue that are imposed as an alternative to a tax based on net or gross income), or taxes which are of the nature of excess profits tax, minimum tax on tax preferences, alternative minimum tax, accumulated earnings tax, personal holding company tax, capital gains tax, or franchise tax for the privilege of doing business.                                      |
| "Incumbent Supplier"                                      | Incumbent Supplier means a supplier that provides or has provided services to VITA or any Customer, where any portion of such services have been or will be replaced or displaced by Supplier's performance of Services.  |
| "Inflation Sensitive Charges"                             | Has the meaning set forth in <b>Exhibit 4 (Pricing and Financial Provisions)</b> .  |
| "Information Security Management System" or "ISMS"        | Means a System for performing Security Management as further described in <b>Exhibit 2 (Description of Services and Solution)</b> .   |
| "Information Technology Infrastructure Library" or "ITIL" | Means a world-wide recognized best-practice framework for IT service management (ITSM) that focuses on aligning IT services with the needs of business. The Information Technology Infrastructure Library (ITIL) is produced by the Office of Government Commerce (OGC) located in the United Kingdom.  |
| "Infrastructure"  | Means the entire portfolio of Equipment, System Software, and Network components required for the integrated provision and operation of VITA and Customer's IT systems and Applications.  |
| "Infrastructure as a Service" ("IaaS")                    | Means a type of Cloud service where a consumer has the capability to provision processing, storage, networks, and other fundamental computing resources, where the consumer is able to deploy and run software, which can include operating systems and applications. The consumer does not manage or control the underlying Cloud infrastructure but has control over operating systems, storage, and deployed applications; and possibly limited control of select networking |

| Term   | Definition  |
|--|---|
|  | components (e.g., host Firewalls).  |
| “Infrastructure Server(s)”   | Means non-billable Servers, which may include: Domain Services, Enterprise Security, Enterprise Backup, Enterprise Monitoring, Enterprise Scheduling, and Software Distribution. As applicable, clarification of such Servers is provided in <b>Exhibit 4 (Pricing and Financial Provisions)</b> .  |
| “Infrastructure Stack Software”  | Means Antivirus Software, Infrastructure Management Software, Operating Software, and Utility / Monitoring & Management Software used in the operation of Service Tier Matrix Servers.  |
| “Initial Test or Initial Test Environment”   | Means the system environment that closely simulates Development; it is the first stage of testing and is often subject to numerous changes. Customers may have more than one Initial Test Environment.  |
| “In-Scope”   | Means those Services or resources that are the subject of Supplier’s obligations under the Agreement.   |
| “Install” or “Installation”  | Means the on-site installation and testing of a Device which includes checking that the Device and associated Software are functional with operational network connectivity and that the associated peripherals are attached and working correctly. The Installation includes any required configuration changes and installation of any approved Software.   |
| “Instance”   | Means one running operating system kernel process that manages: (i) all of or a discrete subset of the Application Server’s persistent storage (disk), volatile storage (memory), and central processing units; and (ii) a single list of processes (process table). Depending on the Server’s configuration, one or more Instance may run on a single Application Server. Instances in a clustered configuration shall be deemed to be discrete Instances, though each Instance within a cluster shall accommodate different Complexity categorization, depending on VITA requirements.  |
| “Integrated Services Platform” or “Platform” when used as shorthand for Integrated Services Platform | Has the meaning set forth in <b>Section 1.4 (Managed Environment)</b> of the Agreement.   |
| “Integrated Supplier”  | Has the meaning set forth in <b>Section 1.4 (Managed Environment)</b> of the Agreement.   |
| “Integrity”  | Means, with respect to data, that the data is complete, fully accessible and operationally functional (i.e., the protection of data or information system from intentional or accidental unauthorized modification).  |
| “Intellectual Property”  | Means: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, database rights, moral rights, neighboring rights and mask works; (b) trademark and trade name rights and similar rights and associated goodwill; (c) trade secret rights, know-how, design guides, design rights, methodologies, developmental tools, techniques, hardware, software, systems, technologies, skills, and processes (including any enhancements, improvements, or modifications thereto); (d) patents and industrial property rights; (e) inventions, discoveries, designs, processes, or other proprietary rights in intellectual property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, reversions and reissues of, and applications for, any of the rights referred to in subsections (a) through (e) of this sentence. |

| Term                               | Definition   |
|------------------------------------|--|
| "Intellectual Property Rights"     | Means all past, present, and future rights in and to Intellectual Property that may exist or be created under the Laws of any jurisdiction in the world.   |
| "Intelligent Routing"              | Means routing callers based a number of parameters, including information on the caller, queue status, agent status and the present situation.   |
| "Interconnect Devices"             | Means the devices used to enable a portion of the network to connect with another portion of the Network, either in a dedicated or dialup mode (e.g., modems, bridges, routers, hubs, switches, gateways).   |
| "Internet Network"                 | Means the portion of VITA's or Customer's Network, consisting of Equipment, Software, Transport Systems, Interconnect Devices, Wiring, and Cabling that are used to create, connect, and transmit data, voice and video signals to the public Internet.  |
| "Intrusion Detection"              | Means a method of monitoring traffic on the network to detect break-ins or break-in attempts, either manually or via software expert systems.  |
| "IOCP"                             | Input Output Configuration Program.  |
| "IP"                               | Internet Protocol.   |
| "IPSEC"                            | Internet Protocol Security Protocol.   |
| "IPX"                              | Internet Package Exchange.   |
| "IRPD"                             | Intelligent Routing Predictive Dialing.  |
| "IRS"                              | Means the Internal Revenue Service; a division of the U.S. Treasury Department responsible for collecting taxes.   |
| "IS"                               | Information Services.  |
| "ISDN"                             | Integrated Services Digital Network.   |
| "ISP(s)"                           | Internet Supplier(s).  |
| "IT"                               | Information Technology.  |
| "IT Service Continuity Management" | Means the process of ensuring that identified IT Services will be available during abnormal situations. It typically involves a detailed assessment of the business risk of key IT services being lost, and then identifies countermeasures and plans to prevent - or recover from - identified contingencies. |
| "ITAMM"                            | IT Availability Metrics Model.   |
| "ITDN"                             | International Trade Data Network.  |
| "ITISP"                            | Information Technology Infrastructure Services Program.  |
| "ITISP Governance"                 | Refers to the committees, forums, and processes overseen by VITA to ensure overall success of the ITISP in service to Customers, as further described in <b>Exhibit 1.2 (Governance Framework)</b> and the SMM.  |
| "ITSCM"                            | Information Technology Service Continuity Management.  |
| "ITSCP"                            | Information Technology Service Continuity Plan.  |
| "itSMF"                            | IT Service Management Forum.   |
| "ITU-T"                            | International Telecommunications Union – Telecommunications Standardization Sector.  |
| "IVR"                              | Interactive Voice Response.  |
| "JSR 168"                          | Java Specification Report 168.   |
| "Key Measurement"                  | Means those Service Levels for which there is currently no Service Level Credits allocation, and are described in <b>Exhibit 3 (Reporting and Service Level Management)</b> .  |
| "Key Personnel"                    | Has the meaning provided in <b>Section 5.7 (Key Personnel)</b> of the Agreement.   |



| Term  | Definition  |
|---|---|
| "Key Users"   | A subset of Users identified to receive specialized services or perform functions as further indicated within the Service Management Manual or otherwise pursuant to the Agreement.   |
| "Khz"   | Kilohertz.  |
| "Knowledge Database" or "Knowledgebase" or "Knowledge Base" | Means a repository of information used in provision of the Services; inclusive of the Known Error Database.   |
| "KM"  | Knowledge Management.   |
| "Known Error"   | Means a Problem where the root cause is known and a temporary Workaround or permanent alternative has been identified.  |
| "Known Error Database"                                      | Means a repository for all data on the CIs, symptoms, and resolution or circumvention actions relating to all known errors.   |
| "KTS"   | Key Telephone System.   |
| "LAN"   | Local Area Network.   |
| "LAN" ("Local Area Network")                                | Means a local, high-speed Network, consisting of LAN Equipment, Software, Transport Systems, Interconnect Devices, Wiring, and Cabling are used to create, connect, and transmit data, voice, and video signals to, within or among VITA's and Customer's local-area network segments. LANs are typically confined within limited geographic areas (such as a single building or group of buildings) and offer relatively high data rates, usually above 10 /100 Mbps. LANs typically interconnect End-User PCs, local servers, and printers and may connect with WANs. |
| "LAN Equipment"   | Means the Equipment and associated attachments, features, accessories, peripherals and Cabling supported or used by Supplier in connection with its provision of LAN Services to the Users, (e.g., bridges, intelligent and non-intelligent hubs, switches, gateways, remote access devices, intrabuilding wiring, and associated diagnostic equipment), and all additions, modifications, substitutions, upgrades, or enhancements to such Equipment.  |
| "LAN Segment"   | Means any portion (subset) of the LAN defined by either physical (e.g., ports 1 – x, 23rd floor, etc.) or logical (e.g., addresses aaa.bbb.ccc.001 – aaa.bbb.ccc.255) parameters that separate it from the remainder of the LAN.  |
| "LAN Systems"   | Means all LAN Equipment and associated Software supported or used by Supplier in connection with its provision of LAN Services.   |
| "Law(s)"  | Means: (i) any law, statute, regulation, ordinance or subordinate legislation; (ii) applicable common law; (iii) any binding court order, judgement or decree (including consent agreements); (iv) any order, directive, instruction, corrective action plan, directive, mandate, policy or rule that is binding on a Party or any of its Affiliates and that is made or given by any government, an agency thereof, or any regulatory body, of any national, federal, commonwealth, state, or local jurisdiction.  |
| "Layer 1"   | Means the physical layer of Open Systems Interconnect Basic Reference Model.  |
| "Layer 2"   | Means the data Link layer of Open Systems Interconnect Basic Reference Model.   |
| "Layer 3"   | Means the Network layer of Open Systems Interconnect Basic Reference Model.   |
| "LDAP"  | Lightweight Directory Access Protocol.  |
| "LDRPS"   | Living Disaster Recovery Planning System.   |
| "LEC"   | Local Exchange Carriers.  |



| Term   | Definition  |
|--|---|
| "LEE"  | Law Enforcement Environment.  |
| "Level 1 Support"  | Means support that is provided as the entry point for inquiries or problem reports from Users. If Level 1 personnel cannot resolve the inquiry or problem, the inquiry or problem is directed to the appropriate Level 2 personnel or Third Party for resolution.   |
| "Level 2 Support"  | Means support that serves as a consolidation point for inquiries and problems between Level 1 and Level 3. For example, Level 2 support might exist in a computer operations or a distribution/mail out center. If Level 2 personnel cannot resolve the inquiry or problem, the inquiry or problem is directed to the appropriate Level 3 personnel or Third Party for resolution.  |
| "Level 3 Support"  | Means support provided by the personnel or Third Party that is most knowledgeable about the underlying problem or question and that is utilized when efforts to resolve the problem or question by Level 1 and Level 2 Support have failed or are bypassed. Inquiries or problems are usually reported by Level 1 or Level 2 support personnel, but may be initiated directly by Users or the Supplier.                                   |
| "Lobbying Act"   | Has the meaning provided in <b>Section 15.9(Compliance with the Federal Lobbying Act)</b> of the Agreement.   |
| "LOC"  | Lines of Code.  |
| "Logical DBA"  | Means a VITA or Customer database administrator who is responsible for the logical aspects of a database (including schema design, data modeling, application tuning, and application performance assistance). Logical DBAs have extensive knowledge of the business applications and requirements.   |
| "Logical Security"                                       | Means controlling access to information, software, and data by utilizing Operating Software parameters and applications level security controls. Logical Security includes logical separation of processors and disk and segregation of reusable storage media.   |
| "Losses"   | Means all losses, liabilities, damages, liens, claims, demands, costs, proceedings, suits, actions, assessments, expenses, and other charges suffered or incurred, including attorneys' and accountants' fees and disbursements, costs of investigation, litigation, settlement, and judgment, and any taxes, interest, penalties, and fines (whether criminal or civil), judgments and settlements with respect to any of the foregoing. |
| "MAC(s)"   | Move, Add or Change (see "IMAC").   |
| "Managed Security", "Managed Security Services" or "MSS" | Means the systematic approach to managing an organization's security needs. VITA conducts some services in-house and outsource others to suppliers who oversee some aspects of VITA's network and information system security.  |
| "Main Processes"   | Means the processes listed in Section 1.2 of Exhibit 2.1 (MSI Description of Services) for the MSI and Exhibit 2.2 (Cross-Functional Description of Services) for the Service Tower Suppliers.  |
| "Mainframe"  | Means a Server that utilizes the current Operating Software (e.g., zOS, OS/390, VM, VSE, OS2200).   |
| "Maintenance Period"                                     | See "Scheduled Downtime."   |
| "Maintenance Release"                                    | Means those Software fixes and updates provided by vendors of the Software as part of normal maintenance service for the Software, such as, for example, Software point releases.   |
| "Major Incident"   | The highest category of impact for an Incident. A Major Incident results in significant disruption to business operations. See "Severity 1."  |

| Term   | Definition   |
|--|--|
| “Major Release”                              | Means a new version of Software that includes changes to the architecture and/or adds new features and functionality in addition to the original functional characteristics of the preceding Software release. These releases are usually identified by full integer changes in the numbering, such as from “7.0” to “8.0,” but may be identified by the industry as a major release without the accompanying integer change.                                |
| “Malicious Code”                             | Means (i) any code, program, or sub-program whose knowing or intended purpose is to damage or interfere with the operation of the computer system containing the code, program or sub-program, or to halt, disable or interfere with the operation of the Software, code, program, or sub-program, itself, or (ii) any device, method, or token that permits any person to circumvent the normal security of the Software or the system containing the code. |
| “MAN Equipment”                              | Means the Equipment and associated attachments, features, accessories, peripherals, and Cabling supported or used by Supplier in connection with its provision of MAN Services to the Users (e.g., routers, multiplexers, switches, fiber and cable patch system, repeater, converters, fiber termination, and associated diagnostic equipment), and all additions, modifications, substitutions, upgrades, or enhancements to such Equipment.               |
| “Managed Environment”                        | Has the meaning set forth in <b><u>Section 1.4 (Managed Environment)</u></b> of the Agreement.   |
| “Materials”                                  | Means, collectively, Software, literary works, other works of authorship, documented specifications, designs, analyses, processes, methodologies, concepts, inventions, know-how, programs, program listings, programming tools, documentation, reports, drawings, databases, spreadsheets, machine-readable text and files financial models and Work Product, whether tangible or intangible.   |
| “Measurement Date”                           | Means the date in each month on which Resources Units are counted for purposes of determining billing. The Measurement Date is indicated in <b><u>Exhibit 4 (Pricing and Financial Provisions)</u></b> .   |
| “Measurement Window” or “Measurement Period” | Means the time during, or frequency by, which a Service Level shall be measured.   |
| “Message Transformation”                     | Means the conversion of data from one format to another. This conversion can be performed by a Middleware service component that can be added to the ESB to help make validation and format conversions easier (e.g., ASCII to EBCDIC.)  |
| “Message Queuing” or “MQ”                    | Means an asynchronous communication method between Applications or Systems where information (i.e. a message) is placed in a queue by a sending system for delivery to a receiving system. Retrieving the message can happen at any time after the sender places the message in the queue. A reply to the sender is not required. This component also includes support for publishing and subscribe models.  |
| “Middleware”                                 | Means Software that facilitates interactions and integration between and among two or more separate Software programs, Systems, or platforms. Examples: Weblogic, Websphere, MQseries, Apache, BEA Tuxedo, IBM HTTP Server.  |
| “Milestone Deliverable”                      | Significant deliverables which may include Critical Deliverables, Implementation Milestones, Deliverables under Service Requests and others. Acceptance of such deliverables may result in a credit if missed or a payment if Accepted, as expressly set forth in the Agreement.   |

| Term  | Definition  |
|---|---|
| "Minimum Service Level"                     | Means the minimum level of performance set forth in <b>Exhibit 3.1 (Service Level Matrix)</b> with respect to each Critical Service Level and Key Measurement.  |
| "Minimum Service Level Default"             | Means the Supplier's level of performance for a particular Critical Service Level fails to meet the applicable Minimum Service Level at any time.   |
| "Minor Release"                             | Means a scheduled release containing small functionality updates and/or accumulated resolutions to defects or non-conformances made available since the immediately preceding release (whether Major Release or Minor Release). Minor Releases shall include "Maintenance Releases" which are supplemental to and made available between Major Releases and other Minor Releases, issued and provided under specific Supplier Service Level or maintenance obligations and contain only accumulated resolutions or mandated changes. These releases are usually identified by a change in the decimal numbering of a release, such as "7.12" to "7.13." |
| "MIPS"                                      | Millions of Instructions per Second.  |
| "MNS"                                       | Managed Network Services.   |
| "Mobile Data Communications Equipment"      | Means the Equipment and associated attachments, features, accessories, peripherals, and Cabling supported or used by Supplier in connection with its provision of Mobile Data Communications Services to the Users (e.g., wireless modems, wireless access points (WAPs), mobile data terminals, or other devices that may be mounted in vehicles either permanently or detachable for portability used to deliver Mobile Data Communication Network Services, and associated diagnostic equipment), and all additions, modifications, substitutions, upgrades, or enhancements to such Equipment.  |
| "Mobile Data Communications Network"        | Means the wireless portion of VITA's or Customer(s)'s Network consisting of Mobile Data Communications Equipment, Software, Transport Systems, Interconnect Devices, Wiring, and Cabling used to create, connect, and transmit data to and from Mobile Data Communications Equipment via mobile IP network roaming services.  |
| "MOM"                                       | Microsoft Operations Manager.   |
| "Monthly Business Days"                     | Means Business Days in a given month.   |
| "Monthly Charges "                          | Means the total Charges invoiced by Supplier in any calendar month for Services (excluding Pass-Through Expenses, Out-of-Pocket Expenses and Service Taxes).  |
| "Monthly Invoice"                           | The invoice for monthly Charges provided by Supplier to VITA.   |
| "Monthly Productive Hours Worked"           | Means with respect to any month and any Supplier Personnel the number of productive hours worked by such Supplier Personnel, excluding non-productive time (e.g., business travel, vacation, holidays, training, education, marketing, administrative staff meetings, medical leave, and military leave).   |
| "MPLS"                                      | Multi-Protocol Label Switching  |
| "MQSeries"                                  | Message Queuing Services.   |
| "MS SQL"                                    | Means Microsoft's relational database management system. SQL Server supports ANSI SQL, the standard SQL language.   |
| "MSDOS Legacy Server"                       | Means an Application Server with MSDOS operating systems.   |
| "MSI" or "Multisourcing Service Integrator" | Means the Integrated Supplier who has entered into an agreement with VITA to serve as the Multisourcing Service Integrator as described in in <b>Section 1.4 (Managed Environment)</b> of the Agreement.  |
| "MSM"                                       | Mobile Short Messaging.   |
| "MTTR"                                      | Mean Time to Resolve.   |



| Term                                 | Definition  |
|--------------------------------------|---|
| "NARs"                               | Network Access Registers.   |
| "NAT"                                | Network Address Translation.  |
| "NCP"                                | Network Control Program.  |
| "NetView"                            | A Tivoli product that enables centralized/distributed network management across multiple operating systems and protocols.   |
| "Network"                            | Means collectively, VITA and Customer Transport Services, WAN, LAN, Managed Fiber Services, Standard Voice Network, Contact Center, Voice Switch, Voice Mail, Auto Attendant, and Conferencing Network.   |
| "Network Time Protocol"              | Means a protocol for synchronizing clocks on systems on the Network.  |
| "Network Topology"                   | Means the arrangement in which the nodes or interfaces to the Network are connected.  |
| "NFPA"                               | National Fire Protection Association.   |
| "NIDS"                               | Network Intrusion Detection System.   |
| "Nine-Month Measurement Window"      | Has the meaning given in Section 2.6.1 of <b><u>Exhibit 3 (Reporting and Service Level Management)</u></b> .  |
| "NIPS"                               | Network-Based Intrusion Prevention (an IPS or intrusion prevention systems designed for security over network-based systems).   |
| "NIST"                               | National Institute of Standards and Technology.   |
| "NME"                                | Network Management Environment.   |
| "NOC" or "Network Operations Center" | Means one or more locations from which network monitoring, control, or management, is exercised over computer, telecommunication or satellite network.  |
| "No Cost Change"                     | Has the meaning provided in <b><u>Section 1.11.3 (Charges Related to Changes)</u></b> of the Agreement.   |
| "Noncompliance"                      | Means each instance that the Software, Equipment, Systems, or other Deliverable or milestone fails to meet its Acceptance Criteria or is otherwise deficient in VITA's reasonable discretion (in accordance with the Service Management Manual or other criteria agreed by the Parties, to the extent applicable).          |
| "Non-Conformities"                   | Means any errors, defects and other non-conformities.   |
| "Normal Business Hours"              | See "Business Hours."   |
| "Normal Operations"                  | Means the performance level and execution of tasks by a device, software equipment, application, CI, or Service that is at a level that is the highest of: (i) the applicable OEM's specifications, (ii) software developer specifications, (iii) third party provider specifications, or (iv) VITA supplied specification. |
| "NOS"                                | Network Operating System.   |
| "NSM"                                | NetScreen Security Manager.   |
| "NTP"                                | Network Time Protocol.  |
| "OEM"                                | Original Equipment Manufacturer.  |
| "Off Premise"                        | Means any IT application hosting option that is not provided within an On Premise or Colocation solution. The hosting site and environment is not under full control of the Commonwealth or its designees (e.g., Public Cloud vendors).   |
| "OGC"                                | Office of Government Commerce (U.K.)  |
| "OI"                                 | Organizational Inventory.   |
| "OLA"                                | Operating Level Agreement.  |
| "OLAP"                               | On-line Analytical Processing.  |
| "OLTP"                               | On-line Transaction Processing.   |

| Term   | Definition   |
|--|--|
| "On Premise"   | Means any IT application hosting option that is located at a site or portion of a site (e.g., Colocation) that is under control of the Commonwealth or its delegated representatives. It may be either at a centralized COV data center facility, an Agency data center location or a Colocation.  |
| "One-Time Charges"   | Means any Charges that are non-recurring and are typically associated with start-up and implementation costs or other Project type Services.   |
| "One-Time Deliverables"  | Means those Deliverables that are non-recurring that have associated Deliverable Credits payable to VITA in the event Supplier fails to successfully and timely complete such Deliverables.  |
| "On-Going Programs"  | Means programs or periodic projects that, while not part of day-to-day operations, are critical to accomplish.   |
| "Online System"  | Mean a computer system that is a part of, or is embedded in, a larger entity, such as a communications system, and that interacts in real or near-real time with the entity and its users.   |
| "OPB"  | Office of Planning and Budget.   |
| "Open Source License"  | Means any copy left or open source license, or other license for free code, community source code or similar software, including the following: (a) GNU's "General Public License" or Lesser/Library GPL; (b) the "Artistic License" (e.g., PERL); (c) the "Mozilla Public License"; (d) the "Netscape Public License"; (e) the "Berkeley Software Design" license including "FreeBSD" or "BSD-style license"; (f) the "Sun Community Source License"; (g) an "Open Source Foundation License" (e.g., CDE and Motif UNIX user interfaces); or (h) the "Apache Server License". |
| "Operating Level Agreement"                                      | Means an agreement that covers the inter-relationship between two Integrated Suppliers in connection with their delivery of services to Customers, as described in <b><u>Section 1.4.4 (Operating Level Agreements)</u></b> .  |
| Operating Level Measures (OLMs)                                  | Means the processes describing specific interdependency commitments, handoffs, and metrics between various suppliers, which may include the MSI, Service Tower Suppliers, and Customers.   |
| "Operating Software" or "Systems Software" or "Operating System" | Means all software programs and programming (and all modifications, replacements, Upgrades, enhancements, documentation, materials, and media related thereto) that perform tasks basic to the functioning of the Equipment and are required to operate the Applications Software or otherwise support the provision of Services by Supplier.  |
| "Organizational Conflict of Interest"                            | Means that because of other activities or relationships with other Persons, (i) a Person is unable to render impartial assistance or advice to VITA or any Customer, or (ii) the Person's objectivity in performing the Services is or might be otherwise impaired.  |
| "OS"   | Operating system.  |
| "OSA"  | Open Systems Adapter.  |
| "OSHA"   | Occupational Safety and Health Agencies.   |
| "OT"   | Overtime.  |
| "OTIS"   | Offender Tracking Information System.  |
| "Outage"   | Means a condition such that a System, Service, Application System, Equipment or network component is not Available or is substantially not Available and is impacting normal business operations.  |
| "Party" and "Parties"  | Means individually and collectively Supplier and VITA.   |

| Term                          | Definition  |
|-------------------------------|---|
| "Pass-Through Expense(s)"     | Means the Supplier expenses which VITA has agreed to pay directly or reimburse to Supplier in accordance with <b>Exhibit 4 (Pricing and Financial Provisions)</b> .   |
| "Patch(es)"                   | Piece of Software designed to update other Software, firmware, Operating System, or its supporting data to fix or improve it.   |
| "PAYE"                        | Pay as You Earn.  |
| "PBE"                         | Private Branch Exchanges.   |
| "PBGC"                        | Pension Benefit Guaranty Corporation.   |
| "PBX"                         | Private Branch Exchange.  |
| "PC(s)"                       | Personal Computer(s).   |
| "PCI"                         | Payment Card Industry.  |
| "PDA(s)"                      | Personal Digital Assistant(s).  |
| "Performance Category"        | Means a grouping of Critical Service Levels designated as such as set forth in <b>Attachment 3.1 (Service Levels Matrix)</b> .  |
| "Performance Credit(s)"       | Means an amount of credits payable to VITA in accordance with <b>Exhibit 3 (Reporting and Service Level Management)</b> as a result of a Service Level Default or a Minimum Service Level Default.  |
| "Person(s)"                   | Means an individual, corporation, limited liability company, partnership, trust, association, joint venture, unincorporated organization or Entity of any kind or nature, or a Governmental Authority.  |
| "Personal Data"               | Means that portion of VITA Data that is subject to any Privacy Laws.  |
| "Personal Medical Data"       | Means Personal Data that contains health care or medical information.   |
| "Personal Information"        | Means all information that describes, locates or indexes anything about an individual including his real or personal property holdings derived from tax returns, and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, or that affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual; and the record of his presence, registration, or membership in an organization or activity, or admission to an institution. "Personal information" shall not include routine information maintained for the purpose of internal office administration whose use could not be such as to affect adversely any data subject nor does the term include real estate assessment information. Code of Virginia § 2.2-3801. |
| "Personnel Projection Matrix" | Has the meaning provided in <b>Section 5.9 (Personnel Projection Matrix)</b> of the Agreement.  |
| "PESQ"                        | Perceptual Evaluation of Speech Quality.  |
| "PGR"                         | Procurement Governance Request.   |
| "PHI"                         | Protected Health Information.   |
| "Physical DBA"                | Means the Supplier database administrator responsible for the environmental aspects of a database including but not limited to the following activities: <ul style="list-style-type: none"> <li>• Supporting the design and implementation of multiple production, test and development database subsystems; exclusive of table creation for</li> <li>• Development and Initial Test Environments.</li> <li>• Capacity planning for database instances and reorganizing as necessary.</li> <li>• Performing stress testing and database performance tuning.</li> </ul>  |



| Term  | Definition   |
|---|--|
|   | <ul style="list-style-type: none"> <li>Installing, maintaining, and monitoring the DBMS Software and products, including technical advice and support to the Applications Development, and Maintenance staffs and Logical DBAs as may be required.</li> </ul>  |
| "Physical Server"                                     | Means an individual physical Server Device containing processors, memory, network interface cards, and disk drives.  |
| "PIA"   | PeopleSoft Internet Architecture.  |
| "PII"   | Personally Identifiable Information.   |
| "PIP"   | Performance Improvement Plan.  |
| "PIR"   | Post Implementation Review.  |
| "PIR"   | Post Implementation Review or Project Initiation Review (as appropriate).  |
| "Plan"  | Has the meaning provided in <b>Section 15.11 (Reporting and Fees from Supplier)</b> of the Agreement.  |
| "Planned Projects"                                    | Means any Projects that are not yet started as of the RFP issuance date, but are planned to begin prior to the Commencement Date.  |
| "Platform as a Service" ("PaaS")                      | Means a type of Cloud service where a consumer has the capability to deploy consumer-created or acquired applications created on a platform of programming languages, libraries, services, and tools supported by the Cloud supplier. The consumer does not manage or control the underlying Cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly configuration settings for the application-hosting environment.               |
| "Platform Relationship Office" or "PRO"               | VITA team dedicated to managing the relationship between Customers and suppliers within the ITISP.   |
| "PM"  | Depending on context, means Preventive Maintenance, Problem Management, or Project Manager.  |
| "PMP"   | Project Management Professional.   |
| "POAM"  | Plans of Actions and Milestones.   |
| "Policy and Procedures Manual"                        | Means the policy and procedures manual described in <b>Section 1.4.2 (Policy and Procedures Manual)</b> . In Accordance with <b>Section 1.4.2 (e) (Transition to Service Management Manual)</b> , until such time as the Service Management Manual shall have superseded by the Policy and Procedures Manual, unless otherwise expressly provided or the context shall otherwise require, references in the Agreement to the Service Management Manual shall be deemed references to the Policy and Procedures Manual. |
| "Pool Percentages Available for Allocation"           | Means a percent of the At-Risk Amount as indicated in <b>Exhibit 3.1 (Service Levels Matrix)</b> .   |
| "POR"   | Protective Order Registry.   |
| "Portable Network Devices"                            | Means portable, hand-held Equipment used by Users for telecommunications access and services, including pagers, mobile phones, calling cards, and any telecommunications functionality associated with PDAs. Portable Network Devices do not include personal computers or laptops.  |
| "Portal"  | Means a type of content management web site, password protected to allow secured access to and input of content as required in <b>Exhibit 2 (Description of Services and Solution)</b> .   |
| "POS"   | Point of Service.  |
| "Post Implementation Review" or "Post Project Review" | Means an assessment of business benefits delivered once the Project has been put into use.   |
| "PQMS"  | Process and Quality Management System.   |

| Term   | Definition  |
|--|---|
| "Pre-Production" or "Pre-Production Environment" | Means the system environment that closely simulates Production; it has minimal changes and is used for testing applications, software, and databases just prior to migration to Production. Customers must have at least one Pre-Production Environment.  |
| "Print Document Files"                           | Means files containing print control characters, language and text used to tell the printer how and what to print on a page.  |
| "PRISM"  | Project to Realize Integrated Systems for Management.   |
| "Privacy Laws"                                   | Means Laws relating to data privacy or data protection.   |
| "Private Cloud"                                  | Means a Cloud infrastructure environment that is provisioned for exclusive use by a single organization (which itself may be comprised of multiple consumers or business units). It may be owned, managed, and operated by the organization, a third party, or some combination of them, and it may exist On Premises or Off Premises.  |
| "Problem"  | Means the unknown underlying cause of one or more Incidents.  |
| "Problem Management" ("PM")                      | Means the process of tracking and managing all problems arising in VITA and/or Customer's IT environment, and resolving those problems arising from or related to the Services.   |
| "Problem Manager"                                | Means the individual who has responsibility for all Problem Management activities within an organization.   |
| "Production or Production Environment"           | Means the system environment in which an organization's data processing is accomplished. This environment contains Customer's business data and has the highest level of security and availability of all environments (includes training and other Production like environments).  |
| "Project"  | Means a discrete unit of non-recurring work (i.e., not performed on a continuous or recurring basis).   |
| "Project Deliverable"                            | Means any Deliverables in connection with a Project.  |
| "Project Management"                             | Means a discipline and associated process to manage Projects in accordance with VITA Rules.   |
| "Project Plans"                                  | Means a written plan describing the contents, cost, and timing of a Project, to be delivered in accordance with the requirements of VITA or other Customer.   |
| "Protected Health Information"                   | Means individually identifiable health information that is (i) transmitted in electronic media, (ii) maintained in electronic media, or (iii) transmitted or maintained in any other form or medium. Protected health information excludes individually identifiable health information in (a) education records covered by the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g); (b) records of any student who is 18 years of age or older, or is attending a postsecondary school, that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his professional or paraprofessional capacity, or assisting in that capacity, and that are made, maintained, or used only in connection with the provision of treatment to the student and are not available to anyone other than persons providing such treatment, except that such records may be personally reviewed by a physician or other appropriate professional of the student's choice; and (c) employment records held, in its role as employer, by a health plan, health care clearinghouse, or health care provider that transmits health information in electronic form. (§ 37.2-1032, <u>Code of Virginia</u> ). |
| "PSTN"   | Public Switched Telephone Network.  |
| "PTT"  | Push to Talk.   |

| Term                               | Definition  |
|------------------------------------|---|
| "Public Bodies"                    | Means all public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 and §2.2-2012 of the Code of Virginia. The term Public Bodies shall include private institutions of higher education that are listed at: <a href="http://www.cicv.org/Our-Colleges/Profiles.aspx">http://www.cicv.org/Our-Colleges/Profiles.aspx</a> . |
| "Public Cloud"                     | Means a Cloud infrastructure environment that is provisioned for open use by the general public. It may be owned, managed, and operated by a business, academic, or government organization, or some combination of them. It exists on the premises of the Cloud provider.  |
| "QoS"                              | Quality of Service.   |
| "Quality Assurance" ("QA")         | Means the actions, planned and performed, to provide confidence that all processes, Systems, Equipment, Software, and components that influence the quality of the Services are working as expected individually and collectively.  |
| "QAM"                              | Quality Assurance Manager.  |
| "QAP"                              | Quality Assurance Plan.   |
| "QM"                               | Quality Management.   |
| "QMP"                              | Quality Management Plan.  |
| "R&D"                              | Research and Development.   |
| "RA"                               | Risk Analysis.  |
| "RABS"                             | Resource Accounting and Billing System.   |
| "RAC"                              | Real Application Clusters.  |
| "RAM"                              | Random Access Memory.   |
| "RCA"                              | Root Cause Analysis.  |
| "RCDD"                             | Registered Communications Distribution Designer (a trademarked designation awarded to information transport systems professionals by BICSI, an industry association).   |
| "Receipt"                          | Means VITA or other Customer or its Agent has physically received or has unfettered access to any Deliverable, including, as applicable, at the correct "ship-to" location.   |
| "RCM"                              | Resource Capacity Management.   |
| "Recovery Point Objective" ("RPO") | Means the recovery point objectives, expressed as the acceptable amount of data loss measured in time prior to an event that has been declared as a disaster.   |
| "Recovery Time Objective" ("RTO")  | Means the recovery time objectives, expressed as the duration of time within which an Application, including all technology components included in the applicable disaster recovery / business continuity plan must be recovered, restored and operational starting from the time of declaration of a disaster.                                     |
| "Recurring Deliverables"           | Means those Deliverables to be provided on a scheduled and recurring basis that have associated Deliverable Credits payable to VITA in the event Supplier fails to successfully and timely complete such Deliverables.  |
| "Reduced Resource Credit" ("RRC")  | Means the incremental credits set forth in <b>Exhibit 4 (Pricing and Financial Provisions)</b> for the use of Services below the monthly Resource Baselines for such Services.  |
| "Refresh"                          | Means the upgrading and/or replacing of Equipment and Software during the Term.   |
| "Regulatory Requirements"          | Means together, the VITA Regulatory Requirements and the Supplier Regulatory Requirements.  |
| "Release"                          | Means a collection of new and/or changed CIs, which are tested and introduced into the live Environment together.   |



| Term                            | Definition  |
|---------------------------------|---|
| "Release Management"            | Means the managing of the procedures to ensure secure, managed rollouts of new hardware, new versions of software, and/or new documentation, created in-house or by a Third Party.  |
| "Remediation Plan"              | Has the meaning provided in <b><u>Section 20.1 (Triggers for Remediation Plan)</u></b> of the Agreement.  |
| "Repair"                        | Means the replacement or correction of a failed Device or Software.   |
| "Reports"                       | Means reports that Supplier will provide to VITA that detail compliance with the Agreement or otherwise required under the Agreement.   |
| "Request for Change" or ("RFC") | Means a formal, written, request to change Configuration Items within and organization, in accordance with applicable VITA Rules, including COV ITRM PSGs.  |
| "Request Management"            | Means the process of tracking and managing all requests from Users arising in Customer's IT environment, and resolving those requests arising from or related to the Services.  |
| "Required Consent(s)"           | Means such consents as may be required for (i) the assignment to a Party, or the grant to a Party of rights of access and use, of resources otherwise provided to or licensed by the other Party, and (ii) with respect to any resource (e.g., software, equipment, services) for which the corresponding contract is to be assigned to VITA or VITA's designee (including a third party) pursuant to Termination Assistance (including any resource existing as of the Effective Date and assigned to the Supplier, as well as any resource utilized or introduced after the Effective Date during the Term), the disclosure of the corresponding contract terms to VITA or the third party designee, or the assignment of such contract to VITA or the third party designee, as part of Termination Assistance. |
| "Resolution Time"               | Means the actual time interval between the Start Time for an Incident and the time such Incident is Resolved.   |
| "Resolve" or "Resolution"       | Means the restoration of full service or the completion of the service request in a manner acceptable to VITA (or the applicable Customer) in its reasonable discretion. Resolution may include the restoration of full service and functionality by workaround or other alternative means, followed in due course by actual correction.  |
| "Resource Baseline(s)"          | Means the number of Resource Units set forth in <b><u>Exhibit 4 (Pricing and Financial Provisions)</u></b> for a Resource Unit that are included in the Base Charge.  |
| "Resource Unit Category"        | Means a category of Resource Units which are measured and with respect to which charging rates or other charging mechanisms apply.  |
| "Resource Unit" or "RU"         | Means a measurable device, unit of consumption, or other unit or resource utilization associated with the Services, as described in <b><u>Exhibit 4 (Pricing and Financial Provisions)</u></b> , that is used for purposes of calculating Charges, including calculating ARCs and RRCs as described in <b><u>Exhibit 4 (Pricing and Financial Provisions)</u></b> .   |
| "Response Time"                 | Means the number of elapsed minutes between the time a Contact is received and the time Supplier responds to the User or designated VITA contact to acknowledge and verify the problem.   |
| "RF"                            | Radio Frequency.  |
| "RFC"                           | Request for Change/Comment.   |
| "RFO"                           | Request for Offer.  |
| "RFP"                           | Means the Request for Proposal RFP 2018-07: End User Services, Hardware, and Print.   |
| "RIF"                           | Reductions in Force.  |

| Term                          | Definition   |
|-------------------------------|--|
| "RMAN"                        | Recovery Manager.  |
| "RMON"                        | Remote Monitoring.   |
| "ROI"                         | Return on Investment.  |
| "ROM"                         | Rough Order of Magnitude Quote   |
| "Root Cause Analysis" ("RCA") | Means the formal process, specified in the Service Management Manual, to be used by Supplier to diagnose the underlying cause of problems at the lowest reasonable level so that effective corrective action can be taken.   |
| "RPO"                         | Recovery Point Objectives.   |
| "RRC"                         | Reduce Resource Credits.   |
| "RRS"                         | Retrieval and Reporting System.  |
| "RSO"                         | Retained Service Organization.   |
| "RSR"                         | Recruiting, Staffing and Resourcing.   |
| "RTO"                         | Recovery Time Objectives.  |
| "RU"                          | Resource Units.  |
| "RUP"                         | Rational Unified Process.  |
| "SACM"                        | Service Asset and Configuration Management.  |
| "SAN"                         | Storage Area Network.  |
| "Satellite"                   | Means a Transport service using radio waves between ground-based stations and satellites orbiting the Earth.   |
| "Scheduled Downtime"          | Means a period in which a subject Service component is not required to be Available due to scheduled time required to perform system maintenance (for example, preventive maintenance, system upgrades, etc.), provided that such period has been mutually agreed between the Parties and is scheduled so as to minimize the impact to the Customers' business. The Supplier shall maintain Availability during such periods to the extent reasonably practicable. |
| "Scheduled Operations"        | Means the period specified in the Service Management Manual during which Supplier is obligated to provide problem resolution with respect to particular Services or Service components in accordance with the applicable Severity Level.   |
| "Scheduled Uptime"            | Means that period of time (days of the week and hours per day) during which a particular System, Application, Software, Hardware, Network, or any other part of the Services is expected to be available during the Measurement Window.  |
| "SCM"                         | Depending on context, means Service Catalog Management or Service Capacity Management.   |
| "SDC"                         | Service Delivery Committee.  |
| "SDLC"                        | Software Development Lifecycle.  |
| "SDLLC"                       | Synchronous Data Link Control over Logical Link Control.   |
| "SDM"                         | Service Delivery Management.   |
| "Secure Document Storage"     | Means a physical storage location with security controls which limits check in, check out of document forms to authorized personnel.   |
| "Security"                    | Means ensuring that services are used in an appropriate way by the appropriate people.   |
| "Security Design Review"      | Means an evaluation of network architecture, including its physical and logical topology, from a security perspective.   |
| "Security Incident"           | Means (i) any circumstance pursuant to which applicable Law requires notification to be given to affected parties or other activity in response to a security-related incident; and (ii) any actual, attempted, suspected,   |

| Term  | Definition   |
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|   | threatened, or reasonably foreseeable circumstance or incident that compromises, or could reasonably be expected to compromise, the security of any VITA Data or VITA Software or Systems.   |
| "Security Management"                         | Means the process of managing a defined level of security on information and services. This includes managing confidentiality, integrity, and availability of data.  |
| "Security Manager" or "VITA Security Manager" | Means the role that is responsible for the Security Management process in the Supplier organization.   |
| "Security Officer"                            | Means the person is responsible for assessing the business risks and setting the security policy. As such, this role is the counterpart of the Security Manager and resides in the Customer's business organization. The Security Officer and the Security Manager work closely together.  |
| "Security Operations Center" ("SOC")          | Means a facility where Enterprise information systems (e.g., web sites, applications, databases, data centers and servers, networks, desktops, endpoints) are monitored, managed, assessed, and defended.  |
| "Security Plan"                               | Means a plan provided by the Supplier to support Security Management, in accordance with the Service Management Manual and <b>Exhibit 2 (Description of Services and Solution)</b> .   |
| "Security Program"                            | Has the meaning provided in <b>Exhibit 2 (Description of Services and Solution)</b> .  |
| "SEI"   | Software Engineering Institute.  |
| "SEI CMM"                                     | Software Engineering Institute Capability Maturity Model.  |
| "Sensitive" or "Sensitive Data"               | Means, with respect to data, any data of which the compromise with respect to confidentiality, integrity, and/or availability could adversely affect COV interests, the conduct of agency programs, or the privacy to which individuals are entitled.  |
| "Server"                                      | Means any computer that provides shared processing or resources (e.g., Application processing, database, mail, proxy, firewalls, backup capabilities, print, and fax services) to Users or other computers over the Network. A Server includes associated peripherals (e.g., local storage devices, attachments to centralized storage, monitor, keyboard, pointing device, tape drives, and external disk arrays) and is identified by a unique manufacturer's serial number. |
| "Service Capacity Management" ("SCM")         | Means the management that manages the performance of the services provided to the Customers, including measurement of SLA results obtained. Part of Capacity Management.   |
| "Service Catalog"                             | Means a list of IT products and services, as described in <b>Exhibit 2 (Description of Services and Solution)</b> .  |
| "Service Delivery Processes"                  | Means the core set of ITIL Service Management Processes that have a tactical or strategic focus. They include Service Level Management, Critical Deliverable Management, Capacity Management, IT Service Continuity Management, Availability Management and Financial Management for IT Services.  |
| "Service Desk"                                | Means the facilities, associated technologies, and fully trained staff who respond to Calls or Contacts, coordinate all Problem Management and Request Management activities, and act as a single point of contact for Users in regard to the Services.  |
| "Service Evolutions"                          | See "Evolution of Services."   |
| "Service Integrator"                          | See "MSI."   |
| "Service Level Credit Allocation Percentage"  | Means the percentage of the Allocation of Pool Percentage allocated to a Critical Service Level within a Performance Category.   |



| Term                                  | Definition   |
|---------------------------------------|--|
| “Service Level Credits”               | Means amounts that are creditable based on certain failures to achieve Service Levels, as further described in <b><u>Exhibit 3 (Reporting and Service Level Management)</u></b> .  |
| “Service Level Default”               | Means an Expected Service Level Default or Minimum Service Level Default.  |
| “Service Level Invoice Amount”        | Means Charges due and owing for a particular month, including the Monthly Base Charge and any additional Charges, including, to the extent applicable, Adjustments applicable to the Services for such month, and any other amounts payable by VITA to Supplier pursuant to the Agreement for performance or events occurring in such month. |
| “Service Levels”, “SL” or “SLA”       | Has the meaning provided in <b><u>Section 3.1 (Service Levels and Other Performance Standards)</u></b> of the Agreement, and comprise Critical Service Levels and Key Measurements.  |
| “Service Management”                  | Means a set of specialized organizational capabilities for providing value to customers in the form of services  |
| “Service Management Lifecycle”        | Means the five key phases organizing the processes for managing IT services: Service Strategy, Service Design, Service Transition, Service Operation, Continual Service Improvement  |
| “Service Management Manual”           | Means the management procedures manual for the Services described in <b><u>Section 14.3 (Service Management Manual)</u></b> of the Agreement.  |
| “Service Portal” or “Services Portal” | Means a Portal for the Services.   |
| “Service Request”                     | Means an order or request for information or assistance. Service Requests are typically Standard Services requests or IMACs that may be ordered or initiated via the Service Catalog or Service Desk.  |
| “Service Taxes”                       | Means all sales, service, value-added, use, excise and other taxes assessed by tax authorities against either Party or any Customer on the provision of the Services as a whole, or on any particular Service.   |
| “Service Tower”                       | Means a single service area (which may include multiple sub-components), each of which is managed and coordinated by the MSI role. Each Service Tower is addressed in a corresponding Description of Services (e.g., MSI is a Service Tower described in the MSI Description of Services).   |
| “Service Tower Supplier” or “STS”     | Means a provider of a Service Tower. One Integrated Supplier may provide more than one Service Tower, each under the applicable Description of Services.   |
| “Services”                            | Has the meaning provided in <b><u>Section 1.1 (Definition of Services)</u></b> of the Agreement.   |
| “Severity Level”                      | Means the categorization of an Incident associated with the Services based on the potential impact of the problem to Client and any Customer, as further defined in <b><u>Exhibit 3 (Reporting and Service Level Management)</u></b> .   |
| “Severity Level 1”                    | Has the meaning given in <b><u>Exhibit 3 (Reporting and Service Level Management)</u></b> .  |
| “Severity Level 2”                    | Has the meaning given in <b><u>Exhibit 3 (Reporting and Service Level Management)</u></b> .  |
| “Severity Level 3”                    | Has the meaning given in <b><u>Exhibit 3 (Reporting and Service Level Management)</u></b> .  |
| “Severity Level 4”                    | Has the meaning given in <b><u>Exhibit 3 (Reporting and Service Level Management)</u></b> .  |
| “SIEM”                                | Means Security Information and Event Management processes and tools to support threat detection and security incident response through the   |

| Term   | Definition   |
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|  | real-time collection and historical analysis of security events from a wide variety of event and contextual data sources. It supports compliance reporting and incident investigation through analysis of historical data from these sources.  |
| "Significant Service"                        | Means any significant or important Function for which the Supplier is responsible in accordance with the requirements of this Agreement, including any Function which, if not performed correctly, and in accordance with this Agreement, would have a significant impact on the ability of VITA or another Customer to conduct an important aspect of its operations or responsibilities.   |
| "SIR"  | Secure Intranet Ring.  |
| "Site List"                                  | The document listing the ISites, which may be located in the Service Management Manual or in <b>Exhibit 4.9</b> and as may change and be updated during the Term.  |
| "Site(s)"                                    | Means VITA Sites and Supplier Facilities.  |
| "SJSAS"                                      | Sun Java System Application Server.  |
| "SLM"  | Service Level Management.  |
| "SMF"  | Systems Management Facility.   |
| "SMFITS"                                     | Strategy Management for IT Services.   |
| "SMM"  | Service Management Manual.   |
| "SMS"  | Service Management System.   |
| "SNA"  | Systems Network Architecture.  |
| "SNMP"                                       | Simple Network Management Protocol.  |
| "SOA"  | Start of Authority.  |
| "Soft IMAC"                                  | Means an approved Software IMAC request received from VITA, which IMAC can be performed concurrently with remote element management tools and does not require any physical on-site intervention. A Software patch or error correction upgrade will not be considered as a Soft IMAC.  |
| "Software"                                   | Means any programs and code consisting of instructions or statements in a form readable by individuals (source code) or machines (object code), and related Documentation and supporting Materials therefore, in any form or medium, including electronic media used by Supplier in the performance of the Services or provided or to be provided by Supplier as a component(s) of any Deliverable or Component, and any subsequent modification of such programs and code, excluding Work Product owned by VITA or, as applicable, the Commonwealth.  |
| "Software as a Service" ("SaaS")             | Means a type of Cloud service where a consumer has the capability to use the provider's applications running on a Cloud infrastructure. The applications are accessible from various client devices through either a thin client interface, such as a web browser (e.g., web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings. |
| "Software Service Charge" ("SSC")            | Means the charging unit to recover costs for Software. If applicable, further definition is given in <b>Exhibit 4 (Pricing and Financial Provisions)</b> .   |
| "Solution Request" or "Request for Solution" | Means a request for Solution Services.   |

| Term                  | Definition  |
|-----------------------|---|
| "Solution Services"   | Means the agreed upon one-time or nonrecurring services that are within the scope of the Agreement, but that are not included in the Service Catalog or otherwise reasonably necessary to satisfy any requirement contained in Exhibit 2.1 of the Agreement.  |
| "SOR"                 | Sex Offender Registry.  |
| "Source Code"         | Means (a) the underlying programming code, including without limitation, all queries, data structures, instructions, routines or objects that exists in the form of programming statements and instructions in connection therewith, that is generally written by, and is readable by, a trained human software developer, but that is not generally directly executable by a computer without first being translated for operation on computer equipment through assembly or compiling, and accompanied by Documentation, in sufficient detail to enable a trained Software developer through study or such Documentation to maintain and/or modify such software without undue experimentation, and (b) all interfaces, compilers and other tools necessary to enable VITA to access, use and operate the software code. The Source Code and object code will be in a format and on a storage medium suitable for loading into the applicable System, and will not be encrypted (except to the extent VITA or Customer requests otherwise). |
| "SPD"                 | Summary Plan Description.   |
| "Specifications"      | Means, with respect to processes, Software, Equipment, Systems or other contract Deliverables to be designed, developed, delivered, integrated, installed, and/or tested by Supplier, the technical, design and/or functional specifications set forth in Third Party Vendor documentation, in an Additional Services or Project description requested and/or approved by VITA or otherwise agreed upon in writing by the Parties.  |
| "SPM"                 | Service Portfolio Management.   |
| "SPOC"                | Single Point of Contact.  |
| "SRCs"                | System Change Requests.   |
| "SRF"                 | Service Request Fulfillment.  |
| "SRU"                 | Staffing Redeployment Unit.   |
| "SSA"                 | Social Security Administration.   |
| "SSC"                 | Software Service Charge.  |
| "SSL"                 | Secure Sockets Layer.   |
| "SSN"                 | Social Security Number.   |
| "Standard Change"     | Means an accepted solution to an identifiable and relatively common set of requirements, where authority is given in advance of implementation, such as setting up an access profile for a new employee.  |
| "Standard Products"   | Means minimum EUC Equipment and Software requirements and/or specific EUC Equipment and Software that are designated as being in standard use within VITA or Customer.  |
| "Standard Service(s)" | Means defined and discrete units of Services, which have been approved for common use by Customers via the Service Portfolio Management review process. Typically, such Standard Services are orderable by Users through the Service Catalog.   |
| "Standard Software"   | Means the list of software (regardless of ownership or license holder) that is authorized for installation on systems in the Managed Environment. VITA will have lists of environment-wide standard software. Customers will have lists of additional software that is authorized for their organization.   |



| Term                               | Definition   |
|------------------------------------|--|
| "Standard Voice Network"           | Means the portion of the Network consisting of Standard Voice Premise Systems, Software, Transport Systems, Interconnect Devices, Wiring and Cabling used to create, connect, and transmit voice to Users.   |
| "Standard Voice Premise Equipment" | Means the Equipment and associated attachments, features, accessories, peripherals, and Cabling, including dedicated servers supported or used by Supplier in connection with its provision of Standard Voice Services to the Users, including PBXs and PBX rectifiers, VoIP PBX, Hybrids, or hosted PBX, Centrex, handsets, key systems, small office/home communications systems, voice mail systems, and paging systems, American Disabilities Act (ADA) communications devices (e.g., TDDs, teletype, special equipped handsets), voice recognition units ("VRUs"), interactive voice response units ("IVRs"), call data recording systems ("CDRs"), automatic call distributors ("ACDs"), voice communications management systems, backup battery systems, and associated diagnostic equipment. |
| "Standard Voice Premise Systems"   | Means all Standard Voice Premise Equipment and associated Software supported or used by Supplier in connection with its provision of Standard Voice Services.  |
| "Standard Voice Services"          | Means the Standard Voice Network technical requirements and proposed improvements to the Standard Voice Network technical environment as set forth by VITA.  |
| "Start Time"                       | Means, with respect to an Incident, Call or Contact, the time when the Incident ticket is created. With respect to an Outage, the earlier of the time when the Incident is detected or should have been detected (by the applicable monitoring for the System). If more than one ticket is created for the same root cause, the Start Time shall be based on the earliest of the ticket creation times.  |
| "Strategic Plan"                   | Means the plans that may be periodically developed by VITA that set forth the plans for executive branch agencies or the Commonwealth's key operational objectives and requirements and outline its strategies for achieving such objectives and requirements. VITA may revise the Strategic Plan from time to time. The Strategic Plan is likely to include both annual and multi-year strategies, objectives, and requirements.  |
| "Statement of Work"                | Has the meaning provided in <b>Section 1.3.1</b> of the Agreement.   |
| "Step In"                          | Has the meaning provided in <b>Section 20.5 (Exercise of Step In Rights)</b> of the Agreement.   |
| "Storage"                          | A Device or service used to store digital information.   |
| "Stratum 0"                        | Means the Strata of Network Time Protocol, describing clocks such as atomic clocks which provide time.   |
| "Stratum 1"                        | Means the Strata of Network Time Protocol, describing devices connected to Stratum 0 devices.  |
| "Stratum 2"                        | Means the Strata of Network Time Protocol, describing devices sending time requests to Stratum 1 devices.  |
| "Subcontractor(s)"                 | Means any entity to which Supplier (or other Subcontractor of any tier) has subcontracted for performance of, or delegated any of its responsibilities under the Agreement, including an Affiliate of the Supplier.  |
| "Sub-Service"                      | Means a portion of the Services that is either (a) identified as such in the Agreement or (b) otherwise would be severable from the rest of the Services.  |
| "SUCCESS"                          | System for Uniform Calculation and Consolidation of Economic Support Services.   |

| Term                       | Definition  |
|----------------------------|---|
| "Successor Supplier"       | Means an Entity that performs or is expected to perform a function or functions that replace any portion of Terminating Services following their termination or expiration.   |
| "Supplier"                 | Has the meaning set forth in the introductory paragraph of the Agreement.   |
| "Supplier Assets"          | Means assets owned, leased or licensed by Supplier and used to deliver the Services.  |
| "Supplier Facilities"      | Means the locations, other than VITA Facilities, from which any portion of the Services may be performed.   |
| "Supplier Materials"       | Means any materials (including documents, drawings, designs, computer code, or other tangible form or medium in which a work of authorship or expression is fixed; or any invention, business method, or process materials) and Intellectual Property that were acquired, licensed or developed by the Supplier or any of its Affiliates either (a) prior to the commencement of the Supplier's work on behalf of VITA or Customer under the Agreement; or (b) independent of the Agreement (e.g., created by personnel other than those involved in performance of the Agreement). |
| "Supplier Personnel"       | Means each director, officer, manager, employee, contractor, subcontractor, representative and agent of Supplier, Subcontractors or any affiliate who perform any Services.   |
| "Support"                  | Means the Supplier performing continuous oversight to ensure that a Device, Software, or process performs its designated function, including assuming responsibility for performing all necessary Repairs, preventive maintenance, patching, Upgrades, and performance tuning as required to ensure that the Device, Software, or process operates in accordance with Normal Operations.  |
| "SUS"                      | Microsoft Software Update Services.   |
| "SV&T"                     | Service Validation and Testing.   |
| SWESC                      | Southwest Enterprise Solutions Center.  |
| "SYSGEN(s)"                | System Generation.  |
| "System(s)"                | Means hardware, software, networks, applications and other equipment that comprise a technical environment.   |
| "Systems Overhead"         | Means Resource Units used by the Supplier to measure and calculate Customers' resource usage, to perform Supplier billing functions, used for capacity planning studies or attributable to reruns that are due to the fault of Supplier, and such other Supplier usage.   |
| "T&A"                      | Time and Attendance.  |
| "T&E"                      | Travel and Entertainment Expenses.  |
| "TCC"                      | Total Cash Compensation.  |
| "TCO"                      | Total Cost of Ownership.  |
| "TCP"                      | Transmission Control Protocol.  |
| "TDD"                      | Telecommunications Device for the Deaf.   |
| "TDMA"                     | Time Division Multiple Access.  |
| "Technical Recovery Guide" | Means a compilation of technical information, procedures, environmental configurations, operations and dependencies required to document each environment to ensure technical recovery of hardware, Operating System, storage, Network and other Equipment. Technical Recovery Guides capture operational elements, dependencies and instructions which must be re-enabled and sequenced appropriately to restore business operations.  |

| Term                                     | Definition  |
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| “Technology Plan”                        | Has the meaning set forth in <b>Exhibit 2 (Description of Services and Solution)</b> .  |
| “Telecommunications Device for the Deaf” | Means electronic device for text communication via telephone line, typically used by persons with hearing impairment.   |
| “Teleworker”                             | Means the employee or contractor who is not working from a Site; may be located at home or another remote office.   |
| “Teleworker Agent”                       | Means the Contact Center agent who is not located at a Site or a Contact Center; may be located at a home or another remote office.   |
| “Term”                                   | Has the meaning set forth in <b>Section 5.1 (Term)</b> of the Agreement.  |
| “Third Party”                            | Means, whether or not capitalized, an Entity or individual that is neither a Party to the Agreement nor an Affiliate of a Party.  |
| “Third Party Contract(s)”                | Means all agreements between third parties and VITA or between third parties and any Customer that have been or shall be used in connection with the Services.  |
| “Third Party IP”                         | Means all Intellectual Property Rights owned by a party other than VITA or the Customer or the Supplier, as applicable.   |
| “Third Party Software”                   | Means either VITA’s or Customers’ Third-Party Software or Supplier Third Party Software.  |
| “Third Party Vendor(s)”                  | Means a Third Party that provides products or services to any Party that is related to, or is in support of, the Services (e.g. hardware vendors, premier support contracts, etc.). Third Party Vendors do not include Subcontractors.  |
| “TIA”                                    | Telecommunications Industry Association   |
| “Tier”                                   | Means a layer of application functionality in a partitioned application that can usually be deployed on separate physical computers for better scalability and data security.   |
| “Trade Secrets”                          | Has the meaning provided under applicable law.  |
| “Transition Out Assistance”              | Has the meaning provided in <b>Section 13.1 (Transition Out Assistance; General)</b> of the Agreement.  |
| “Transition Out Assistance Period”       | Means any period of time during which the Supplier is providing (or is required to provide) Transition Out Assistance.  |
| “Transition Out Plan”                    | Has the meaning provided in <b>Section 13.2 (Transition Out Plan)</b> of the Agreement and <b>Exhibit 2.6 (Transition Out Plan)</b> .   |
| “TRG”                                    | Technical Recovery Guide.   |
| “TSD”                                    | Technology Solution Design.   |
| “TSO”                                    | Time Sharing Option.  |
| “Two-Way Radio Equipment”                | Means the Equipment and associated attachments, features, accessories, peripherals, and Cabling supported or used by Supplier in connection with its provision of Two-Way Radio Services to the Users (e.g., portable radios, mobile radios, fixed mobile devices and fixed base locations, and associated diagnostic equipment), and all additions, modifications, substitutions, upgrades, or enhancements to such Equipment. |
| “TWR”                                    | Two-Way Radio.  |
| “Type R Service Levels”                  | Type R Service Levels are related measures shared between the MSI and the Service Tower Supplier(s) as defined in <b>Exhibit 3 (Reporting and Service Level Management)</b> .   |
| “Type S Service Levels”                  | Type S Service Levels are shared between the MSI and an individual Service Tower Supplier as defined in <b>Exhibit 3 (Reporting and Service Level Management)</b> .   |



| Term   | Definition   |
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| "Type U Service Levels"                        | Type U Service Levels are intended to measure Services that are specific to one Integrated Supplier's performance, and therefore are not shared between Integrated Suppliers as defined in <b>Exhibit 3 (Reporting and Service Level Management)</b> .   |
| "U.S. Bankruptcy Code" or "Bankruptcy Code"    | Means Title 11 of the United States Code.  |
| "UAB"  | Unified Address Book.  |
| "UCITA"  | Uniform Computer Information Transactions Act.   |
| "UM"   | Unified Messaging.   |
| "Unrelieved Deliverable Credits"               | Means all Deliverable Credits that are not eliminated via Earnback.  |
| "Update"                                       | Means any update, modification or new release of the Software, System Software, Application, Documentation or Supplier Product that Supplier makes generally available to its customers. Software Updates include patches, fixes, upgrades, enhancements, improvements, or access mode, including without limitation additional capabilities to or otherwise improve the functionality, increase the speed, efficiency, or base operation of the Software. |
| "Upgrade(s)"                                   | Means updates, patch installations, modifications, renovations, refreshes, enhancements, additions, substitutions and/or new versions or releases of Software or Equipment. For purposes hereof, a workaround or fix to Software or Equipment also constitutes an Upgrade.   |
| "UPS"  | Uninterruptible Power Supply.  |
| "Urgency"                                      | Means a measure of the business criticality of an Incident or Problem based on the impact and on the business needs of VITA.   |
| "Use"  | Means to access, use, copy, configure, maintain, modify, enhance, install, perform, display, distribute and – where Source Code is made available pursuant to the terms of the Agreement – create derivative works.  |
| "User"   | Means a person who is authorized and uses the Service on a day-to-day basis.   |
| "User Computing Equipment"                     | Means the Equipment supporting End User Computing Services.  |
| "USPS"   | United States Postal Service   |
| "Utility Server Infrastructure Stack Software" | Means Antivirus Software, E-mail / Collaborative Software, Infrastructure Management Software, Operating Software, and Utility / Monitoring & Management Software used in the operation of Utility Servers.  |
| "Utility Server(s)"                            | Means the following types of Servers: Email, Enterprise SMTP Relay, File and Print, Enterprise Gateway, Presentation/Terminal, and Identity Management Solutions.  |
| "Version(s)"                                   | Means major Software Upgrades that generally add function to existing Software and may be provided by the Software vendor at a fee over and above the standard Software maintenance costs.   |
| "Versioned"                                    | Means changes that are rolled out in distinct releases, the version of the release is maintained in the artifacts being rolled out for compatibility, prior versions are phased out over time through a standard process and all changes are documented.   |
| "VIP"  | Very Important Person.   |
| "VIP Users"                                    | VIPs identified by VITA to receive prioritized or specialized support, as further indicated within the Agreement and the Service Management Manual.  |
| "Virtual Server"                               | Means an individual Server simulated or existing on a process and memory.  |

| Term                                      | Definition  |
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| “Virtual Private Network” or “VPN”        | Means a network that uses a public telecommunication infrastructure, such as the Internet, to provide remote offices or remote users with secure access to their organization's network.  |
| “VITA”                                    | Virginia Information Technologies Agency, an agency of the Commonwealth of Virginia pursuant to Chapter 20.1 (§§2.2-2005 et seq.) of the <u>Code of Virginia</u> .  |
| “VITA Data”                               | Means: (i) all data and information in any form, whether or not Confidential Information, entered in software or equipment, directly or indirectly, by or on behalf of VITA or another Customer under or in connection with the Agreement (including Personally Identifiable Information), including any data originated or provided by VITA, Customers, Supplier or any other Integrated Supplier, or other third parties; (ii) all data and information, whether or not Confidential Information, directly or indirectly obtained by Supplier from, in connection with or as a result of the Services or the Agreement (including Personally Identifiable Information), including in connection with the negotiation and execution of the Agreement; and (iii) all data and information derived from the above information. VITA Data includes Content. |
| “VITA Equipment”                          | Means Equipment owned or leased by VITA and provided to Supplier in connection with the Services.   |
| “VITA Facilities”                         | Means the facilities that are provided by VITA or a Customer for the use of Supplier to the extent necessary to provide the Services.   |
| “VITA Governance”                         | The forums, teams, and processes indicated in <b><u>Exhibit 1.2 (Governance Structure)</u></b> .  |
| “VITA Indemnitee”                         | Means, collectively, the Commonwealth, VITA, Customers, and their respective officers, directors, customers, employees, agents, representatives, successors and assigns.  |
| “VITA Intellectual Property” or “VITA IP” | Means all Intellectual Property: (a) acquired, licensed or developed by VITA or any of the Customers prior to the commencement of the Supplier's work on behalf of VITA under the Agreement; or (b) which was acquired, licensed or developed by VITA or any Customer independent of the Agreement, and in each case modifications, enhancements and improvements thereto that are not the Supplier Materials.  |
| “VITA Leased Equipment”                   | Means equipment leased by VITA (or a Customer) that is made available to the Supplier for use in providing the Services.  |
| “VITA Licensed Software”                  | Means software that is licensed by VITA (or a Customer) from a third party and is made available by VITA to the Supplier for use in providing the Services.   |
| “VITA Owned Equipment”                    | Means equipment owned by VITA (or a Customer) that is made available to the Supplier for use in providing the Services.   |
| “VITA Owned Materials”                    | Means any Materials authored or owned by VITA.  |
| “VITA Owned Software”                     | Means software owned by VITA (or a Customer) that is made available to the Supplier for use in providing the Services.  |
| “VITA Rules”                              | Means (i) the standards, policies, practices, processes, procedures, project management methodologies, and controls of VITA and the Customers to be adhered to and enforced by Supplier in the performance of the Services, as updated from time to time and of which Supplier is notified, and (ii) the other IT technologies, architectures and standards of which Supplier is notified. VITA Rules includes policies that are applicable at or to VITA Facilities, including security procedures which have been communicated or made available to Supplier or Supplier Personnel by   |

| Term  | Definition   |
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|   | such means as are generally used by VITA or Customers to disseminate or make available such information to its employees or contractors. VITA makes available most standards and guidelines at this public website: <a href="http://www.vita.virginia.gov/default.aspx?id=6442475453">http://www.vita.virginia.gov/default.aspx?id=6442475453</a> .  |
| "VITA Sites"                                    | Means a location that is controlled by VITA or a Customer.   |
| "VITA Software"                                 | Means the Software owned or exclusively licensed by VITA (or other Customer) that is not Third-Party Software or Supplier Software and used by Supplier in providing the Services.   |
| "VITA Third Party Contracts"                    | Means third party contracts of VITA (or a Customer) that are made available to the Supplier for use in providing the Services.   |
| "VITA Third Party Software"                     | Means Software Applications developed by Third Parties and licensed to VITA.   |
| "Voice Switch Services"                         | Means the Equipment and associated attachments, features, accessories, peripherals, and Cabling supported or used by Supplier in connection with its provision of voice services to the Users, using PBX(s), VoIP PBX, Hybrids, or hosted PBX, handsets, key systems, small office/home communications systems, and related environmental controls.  |
| "Virtual Private Network" or "VPN"              | Means a network or communication service that uses a public telecommunication infrastructure, such as the Internet, to provide remote offices or remote users with various levels of private/secure access to their organization's network.  |
| "VPRA"  | Virginia Public Records Act.   |
| "VRIS"  | Vital Records Information System.  |
| "VRS"   | Virginia Retirement System.  |
| "VRU"   | Voice Response Unit.   |
| "VTAM"  | Virtual Telecommunications Access Method.  |
| "W3C"   | World Wide Web Consortium.   |
| "WAN Equipment"                                 | Means the Equipment and associated attachments, features, accessories, peripherals, and Cabling supported or used by Supplier in connection with its provision of Wide-Area Network (WAN) Services to the Users (e.g., routers, multiplexers, access circuits, backbone circuits, channel banks, CSU/DSUs, and associated diagnostic equipment), and all additions, modifications, substitutions, upgrades, or enhancements to such Equipment. |
| "WAP"   | Wireless Access Points.  |
| "Web Portal"                                    | See "Portal."  |
| "Web Service Registry and Repository" or "WSRR" | Means a set of functions for service-oriented architecture (SOA), enterprise applications for SOAP and REST services to enables service lifecycle governance optimize productivity and resources in an SOA environment.  |
| "WINS"  | Windows Internet Naming Service  |
| "Wiring"  | Means the physical wire connection within walls, between floors, and between buildings.  |
| "WLAN"  | Wireless Local Area Network.   |
| "Work Product"                                  | Means any Materials (including documents, drawings, designs, computer code, or other tangible form or medium in which a work of authorship or expression is fixed), in each case produced by the Supplier Personnel as part of the Services and delivered to VITA in the course of performing the Services, including materials produced jointly with another party.   |
| "WSS"   | Windows SharePoint Services.   |
| "WWW" or "Web"                                  | World Wide Web.  |



| Term    | Definition                           |
|---------|--------------------------------------|
| "XHTML" | Extended Hyper Text Markup Language. |
| "YOS"   | Years of Service.                    |
| "YTD"   | Year to Date.                        |