

EXHIBIT I – SERVICE LEVEL AGREEMENTS**Service Level Agreements (SLAs)**

The following Service Level tables identify the performance standards, measurement, measurement period and remedy for Contract VA-190906-VIPN. These SLAs contain measurable performance standards, specific levels of achieving those standards and remedies for missing them. Enhanced Service Levels required by any other Authorized User shall be defined by the Authorized User in the applicable Statement of Work.

| Performance Standard | Measurement | Measurement period | % Level | Remedy | | | | | | | | | | | | | | | | | | |
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| <p><u>Availability</u> –</p> <p>“Actual Availability” shall mean actual Availability divided by the total minutes in a month minus Excusable Downtime.</p> <p>"Available" has the meaning set forth in the Contract.</p> <p>“Excusable Downtime” has the meaning set forth in the Contract.</p> <table><tr><td>Actual Availability</td></tr><tr><td>> 99%</td></tr><tr><td>98.99-97%</td></tr><tr><td>96.99-95%</td></tr><tr><td>94.99-93%</td></tr><tr><td>< 93%</td></tr></table> | Actual Availability | > 99% | 98.99-97% | 96.99-95% | 94.99-93% | < 93% | Monthly Service Level Performance Report - On a monthly basis, by the 5 th of the month, Supplier will deliver to client a report of the Actual Availability of each Application or Licensed Service for the previous month. | Monthly | 99% Actual Availability | <p>If non-Excusable Downtime exceeds 1%, Supplier shall credit to Authorized User the following percentage of the total recurring fees that would otherwise be owed by Authorized User under the applicable SOW during the month of such failure, based on the Actual Availability:</p> <table><tr><td>Actual Availability</td><td>Credit Percentage</td></tr><tr><td>> 99%</td><td>0%</td></tr><tr><td>98.99-97%</td><td>10%</td></tr><tr><td>96.99-95%</td><td>25%</td></tr><tr><td>94.99-93%</td><td>50%</td></tr><tr><td>< 93%</td><td>100%</td></tr></table> <p>Such credit will be issued in the month immediately following the failure.</p> | Actual Availability | Credit Percentage | > 99% | 0% | 98.99-97% | 10% | 96.99-95% | 25% | 94.99-93% | 50% | < 93% | 100% |
| Actual Availability | | | | | | | | | | | | | | | | | | | | | | |
| > 99% | | | | | | | | | | | | | | | | | | | | | | |
| 98.99-97% | | | | | | | | | | | | | | | | | | | | | | |
| 96.99-95% | | | | | | | | | | | | | | | | | | | | | | |
| 94.99-93% | | | | | | | | | | | | | | | | | | | | | | |
| < 93% | | | | | | | | | | | | | | | | | | | | | | |
| Actual Availability | Credit Percentage | | | | | | | | | | | | | | | | | | | | | |
| > 99% | 0% | | | | | | | | | | | | | | | | | | | | | |
| 98.99-97% | 10% | | | | | | | | | | | | | | | | | | | | | |
| 96.99-95% | 25% | | | | | | | | | | | | | | | | | | | | | |
| 94.99-93% | 50% | | | | | | | | | | | | | | | | | | | | | |
| < 93% | 100% | | | | | | | | | | | | | | | | | | | | | |
| <p>Incident Response and Resolution Time Service Levels will be performed in the time periods set forth in the Contract:</p> <p>Respond to problems with the Solution identified by an Authorized User in no more than one (1) hour after notification.</p> | Monthly Service Level Performance Report | Monthly | 99%* | <p>If Supplier fails to meet the aggregate response and resolution time % Levels in any month, Supplier will develop a remediation plan. If Supplier fails to meet the response and resolution time % Level in any three consecutive calendar months, Supplier will credit \$2,500 to the Commonwealth.</p> | | | | | | | | | | | | | | | | | | |

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| <p>Resolve all problems according to the following:</p> <p>i) Priority 1 (system down) within six (6) hours;</p> <p>ii) Priority 2 (certain processing interrupted or malfunctioning but system able to process) within twenty-four (24) hours</p> <p>iii) Priority 3 (minor intermittent malfunctioning, system able to process data) within three (3) calendar days.</p> <p>The level of severity (e.g., 1, 2, 3), shall be defined by the Authorized User.</p> | | | | <p>* Low Volume Calculator = If the number of problems occurring during the measurement period is less than 100, the following algorithm will be used to determine the number of problems that Supplier must successfully complete to achieve the Performance Standard. The actual number of problems during the measurement period shall be multiplied by 99%, expressed as a fraction. The product of that multiplication, if not a whole number, shall be truncated to a whole number.</p> <p>For example, if there are 10 problems in the measurement period, $10 \times .99 = 9.9$. Therefore, if 9 problems are completed in accordance with the response and resolution times in the first column, the Performance Standard is deemed achieved.</p> |
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| Additional Service Level Agreements for this Contract | | | | |
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| Performance Standard | Measurement | Measurement period | % Level | Remedy |
| Vulnerabilities, whether identified by the Supplier, VITA or the Authorized User, shall be timely remediated. | The Supplier shall remediate legitimate vulnerabilities within thirty (30) days in accordance with SEC 525 Hosted Environment Information Security Standard RA-5 VULNERABILITY SCANNING, unless VITA Enterprise Services provides a written extension prior to expiration of the thirty (30) | Monthly | 100% | <p>In the event that VITA or the Authorized User determines that the Service Commitment has not been met, VITA will require that the Supplier immediately remediate the vulnerability.</p> <p>**Failure to timely remediate vulnerabilities may result in the imposition of the additional remedies outlined below.</p> |

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| | day period.”, unless VITA Enterprise Services provides a written extension prior to expiration of the thirty (30) day period. | | | |
| Statements of Work (SOWs) and Change Orders shall be transparent, in accordance with the requirements of section 17.G of the Contract, with pricing components that visibly correlate with the <u>Exhibit B</u> Options/ Pricing line item fee level. | SOWs and Change Orders will be of a fixed price type, with payment tied to defined deliverables, and include (a) a detailed description of each product or service proposed, including any applicable components, at the <u>Exhibit B</u> line item fee level; (b) the quantity of each line item; (c) the total contract price; (d) any additional percentage discount offered; (e) an extended price; (f) any optional or alternate pricing; (g) any pricing assumptions; and (h) this Contract number. SOWs and Change Orders may be subject to VITA review during the ordering process. | Continuous | 100% | In the event that VITA determines that an individual SOW or Change Order does not meet the transparency requirements defined by section 17.G of the Contract, VITA will require that the SOW/Change Order be revised to align with the requirements prior to order approval and fulfillment. **Repeated failure (on more than three (3) occasions) to meet SOW/Change Order requirements may result in the imposition of additional remedies as outlined below. |
| Realized Sales, to include all monthly transaction-type fees charged by the Supplier but to exclude merchant interchange fees (credit card and ACH fees | Each month, the Supplier shall follow the reporting procedures described in section 18.A of the Contract to report all paid sales | Monthly | 100% | Supplier-reported Realized Sales are randomly and periodically audited by VITA Supply Chain Management. In the event that VITA determines the Supplier has not fully and/or timely |

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| <p>imposed by the payment processor), whether paid or absorbed by the Authorized User or charged to the citizen at transaction, shall be fully and timely reported each month to VITA SCM as required by section 18.A of the Contract.</p> | <p>through this Contract.</p> | | <p>reported Realized Sales in accordance with all requirements of Section 18.A of the Contract, VITA may require the Supplier to provide additional documentation supporting reported Realized Sales. Should VITA determine that Realized Sales have been under-reported, discrepancies shall be corrected by the Supplier immediately.</p> <p>**Failure to fully and timely report Realized Sales may also result in the imposition of additional remedies as outlined below. In addition, Supplier's failure to comply with all requirements of section 18 of this Contract may be deemed by VITA, in its sole discretion, to be a breach of the Contract.</p> |
| <p>**Additional remedies for failure to meet contractual or service level obligations.</p> | <p>In addition to the fee credit provisions and other remedies set forth above, VITA may elect at its sole discretion to suspend Supplier's right to take new orders from any Authorized Users for a period up to sixty (60) calendar days. VITA will notify Supplier in writing no less than ten (10) calendar days prior to the start of any suspension period that the suspension period will begin and the length of the suspension period.</p> <p>During a suspension period, Supplier may, at VITA's election, be required to attend a contract performance review meeting, along with the VITA contract manager/administrator, Authorized User project manager(s) or authorized representative(s), and any other significant stakeholders who have a part in the successful performance of this Contract. The purpose of this meeting will be to review Supplier's performance and to discuss ways to ensure compliance with the performance criteria set forth in the Contract. VITA will document all instances of Supplier's failure to meet its contractual obligations in the contract file as Supplier non-compliance.</p> <p>In addition to any specific remedy set forth herein, VITA and all Authorized Users reserve any and all other remedies that may be available at law or in equity.</p> | | |