

State of Texas
Department of Information Resources



Exhibit 1.1

Definitions

Version 1.3

Texas.gov Payment Services
DIR-ESS-TGOV-PMNT-254

EXHIBIT 1.1
DEFINITIONS

When used in this Agreement with initial capital letters, the terms listed in this Exhibit shall have the meanings set forth herein.

Term	Definition
Acceptance Criteria	The criteria that Successful Respondent must confirm have been met prior to submitting a Deliverable for Acceptance by DIR or a DIR Customer. Acceptance Criteria include: (i) any mutually agreed written criteria identified as Acceptance Criteria, (ii) Compliance, (iii) for all Software and System deliverables that process data, such item successfully integrates with all other Services, Software, Equipment, Systems, and other resources and is fully documented such that the anticipated end user can utilize the functionality of such Deliverable in the manner and for the purpose intended and that reasonable knowledgeable professionals can understand, maintain, support, and modify such Deliverable in accordance with its intended use.
Acceptance Review Period	Has the meaning given in Section 4.5(b)(i) of the Agreement, provided that any provision of written notice alerting DIR that a Milestone Deliverable is complete and ready for review that is submitted outside a Business Day shall be considered to be submitted for the purpose of DIR internal review, on the Business Day immediately following the day on which such notice was submitted.
ACD	Automatic Call Distributor
ACH	Automated Clearing House
ACH Fee	Fee charged by the Texas.gov program to cover costs associated with ACH (Automated Clearing House) payments
Action Plan or Corrective Action Plan (CAP)	A written plan detailing measures to be taken to correct a deficiency or resolve an identified problem. Has the meaning as used in the Agreement.
ADC	Austin Data Center
Addendum	A modification of the Request for Offer (RFO) issued by the Department of Information Resources (DIR) and posted on the Electronic State Business Daily (ESBD).
Actual Uptime	Means, of the Critical Uptime, the aggregate number of minutes during which the applicable Service component defined in Exhibit 3.1 is Available.
Affiliate	With respect to an Entity, any other Entity that directly or indirectly Controls, is Controlled by, or is under common Control with that Entity at the time in question.
Agreement (also Master Services Agreement and MSA)	The final version of any contractually binding agreement between DIR and the Successful Respondent relating to the subject matter of the RFO; references to the Agreement include all Exhibits, Attachments and other documents attached thereto or incorporated therein by reference. Notwithstanding the foregoing, unless expressly provided or the context otherwise requires, references to the Agreement in conjunction with section or article references shall be deemed references to the body of the Agreement (that is, Articles 1 through 21).
AIMS	Asset Inventory and Management System
API	Application Program Interface

Term	Definition
Application Instance	An Application Instance is an operating instance of an Application, running in production with its own unique process ID.
Assistance Event	(i) any termination (in whole or in part) under, or the expiration of, the Agreement, or (ii) the discontinuance of the provision of the Services (in whole or in part) in respect of any DIR Customer.
Audit Period	Has the meaning given in Section 9.8(a) of the Agreement.
Authorized User(s)	Unless otherwise indicated, the officers, directors, employees, contractors, agents, customers, customer technical staff, and vendors of DIR or any DIR Customer and any other person(s) designated by DIR or any DIR Customer to receive or use the Systems or Services provided by Successful Respondent.
Automated Clearing House (ACH) Processing Fee	The actual fees the Payment Services Provider is charged when processing ACH transactions.
Availability or Available	The period for which the full functionality of a Service Component is ready for use by Authorized Users and is not degraded in any material respect.
Availability Management	Means the evaluation, design, implementation, measurement and management of the IT Infrastructure Availability from a component and an end-to-end perspective (e.g., Services), including new or modified IT service management methodologies and tools, as well as technology modifications or upgrades of IT infrastructure systems and components.
Bankruptcy Code	Has the meaning given in Section 20.5(b) of the Agreement.
Bankruptcy Rejection	Has the meaning given in Section 20.5(b) of the Agreement.
BIA	Business Impact Analysis
Business Continuity Services	Means the overall enterprise plans and specific activities of each DIR Customer and/or Successful Respondent that are intended to enable continued business operations in the event of any unforeseen interruption (e.g. plans and activities to move a department to a new location in the event of a disruption).
Business Day	Means each day from Monday through Friday, excluding State holidays, 7:00 a.m. to 5:00 p.m. local time. State holidays will include all holidays with the status “All Agencies closed.” State holidays will not include State optional holidays or holidays that require skeleton crews.
Call	A contact (including by telephone, voicemail, electronic mail, fax, automated tool or web request) to Successful Respondent reporting a problem, requesting assistance or Services, or asking a question pertaining to the Services, as well as automated alerts and other problem and Service notifications communicated to Successful Respondent.
CAP Failure Credit	Has the meaning given in Exhibit 3 of the Agreement.
Capacity Management	Means the processes responsible for ensuring that the elements that collectively make up the Service can deliver the identified capacity in a cost effective and timely manner.

Term	Definition
Change(s)	<p>Any addition, modification, alteration, or deletion to (i) any installed and supported IT Equipment or Software components or (ii) the policies, procedures, or documentation on how Services are performed. This includes all production, test, and development system Equipment and Software, any management and support tools and utilities deployed in the IT environment, all associated documentation, as well as the methodologies used to manage and support delivery of the Services.</p> <p>Changes may arise reactively in response to incidents/problems or externally imposed requirements (e.g., legislative Changes), or proactively from attempts to (a) seek greater efficiency or effectiveness in the provision or delivery of Services; (b) reflect business initiatives; or (c) implement programs, Projects or Service improvement initiatives.</p> <p>Changes must be approved by DIR or designated DCS customer, through the Change Management process, prior to implementation.</p>
Change Advisory Board (CAB)	The representative group that is responsible for assessing from both a business and technical viewpoint all high impact request for Change.
Change Control Procedures	Has the meaning given in Section 9.5(a) of the Agreement.
Change Management or Change Management Process	The processes relating to planning and performing all Changes in DIR Customer's IT environment 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.
Chargeback	Has the meaning given in Exhibit 4 of the Agreement.
Chargeback System	The system for Chargeback and Utilization Tracking, as described in Exhibit 4 .
Charges	Means the fees defined in Exhibit 4 .
Checkpoints	Meetings held with Successful Respondent and DIR to review the development progress related to Transition Milestones where formal meeting minutes and any associated documents are transmitted to DIR as an operational record.
CJIS	Criminal Justice Information System
CMDB	Configuration Management Database
CMIS	Change Management Information System
CMS	Configuration Management System
Commencement Date	The date the Parties agree upon, in writing, as the date on which Successful Respondent begins providing the Services to the first DIR Customer.
Commercial Off-The-Shelf (COTS)	Services, Equipment, and/or Software, as applicable, that is readily available to the public from a Third Party that is not an Affiliate of a Party.
Compliance (also Comply)	With respect to Deliverables, fulfilling the requirements of the Specifications, the Acceptance Criteria, the Agreement, and all other applicable operational and/or functional requirements.
Comptroller of Public Accounts (CPA) or Texas Comptroller of Public Accounts (TCPA)	The State's chief tax collector, accountant, revenue estimator, and treasurer. CPA and TCPA include the Texas State Treasury.
Confidential Information	Has the meaning given in Section 13.1(a) of the Agreement.

Term	Definition
Configuration Item (CI)	Any component part of Services that is (or is to be) under the control of Configuration Management and therefore subject to formal Change Control.
Configuration Management	The process of identifying and defining the functional and physical characteristics of any Equipment or Software in the Service recipient environment, controlling any modifications to any Configuration Item (CI) characteristics throughout their life cycle, tracking, recording, and updating any CMDB as a result of any Changes, and reporting on the status of and verifying the completeness, accuracy, and currency of CI data.
Configuration Management Database (CMDB)	A System that contains details regarding the Software, Equipment, and Systems that are used in the provision and management of Services, including information that relates to the maintenance, movement and problems experienced with such Software, Equipment, and Systems.
Consolidated Data Center(s)	The centralized Data Center(s) used by Data Center Services (DCS) Service Providers to provide infrastructure services, specifically the Austin Data Center (ADC) and the San Angelo Data Center (SDC).
Constituent	An individual of the general public or a business with cause to use Texas.gov Services.
Constituent Help Desk	The single point of contact for citizens of the State regarding Incidents, requests and questions relating to State provided services (i.e., Texas.gov). The citizens contacting this help desk are referred to as Constituents or Constituent Users.
Contract	Any contract resulting from this procurement/RFO, consisting of the contract document(s) as described in RFO Section 2.3 Form of Contract and the Master Services Agreement (MSA) .
Contract Change(s)	Has the meaning given in Section 9.11(a) of the Agreement.
Contract Performance Incentive (CPI)	The Successful Respondent's proposed initiatives to create value in areas that are not already identified and required in the Agreement. Contract Performance Incentives are outcome-based performance incentives that are designed to reward innovation investments that create value that is shared between the Successful Respondent and the State.
Contract Records	Has the meaning given in Section 9.8(a) of the Agreement.
Contract Year	Each twelve (12) month period commencing each September and ending each August during the Term. If any Contract Year is less than twelve (12) months ("Stub Period"), the rights and obligations under this Agreement that are calculated on a Contract Year basis will be proportionately adjusted for such shorter period.
Control (also Controlled, Controlling)	(a) the legal, beneficial, or equitable ownership, directly or indirectly, of (i) at least fifty percent (50%) of the aggregate of all voting equity interests in an Entity, or (ii) equity interests having the right to at least fifty percent (50%) of the profits of an Entity or, in the event of dissolution, to at least fifty percent (50%) of the assets of an Entity; (b) the right to appoint, directly or indirectly, a majority of the board of directors; (c) the right to Control, directly or indirectly, the management or direction of the Entity by contract or corporate governance document; or (d) in the case of a partnership, the holding by an Entity (or one (1) of its Affiliates) of the position of sole general partner.
Control Deficiency	Has the meaning given in Section 9.8(i)(v) of the Agreement.

Term	Definition
CPA or TCPA	Comptroller of Public Accounts or Texas Comptroller of Public Accounts
Credit Card Fee	All fees associated with the use of a credit card.
Crisis	Any situation that is threatening or could threaten to harm people or property, seriously interrupt business, significantly damage reputation and/or negatively impact the bottom line.
Critical Deliverables	Means the One-Time Deliverables and Recurring Deliverables that have associated Deliverable Credits payable to DIR in the event Successful Respondent fails to successfully and timely complete such Deliverables as identified in Exhibit 3.3 .
CRM	Customer Relationship Management
Critical Uptime	Means the aggregate number of minutes in the specified period(s) in the applicable Measurement Window during which a defined Service component is required to be Available. Unless otherwise specified in the Agreement, the Service Management Manual, or the CMDB, Critical Uptime equals the total number of minutes in the Measurement Window. A defined Service component is not required to be Available during Scheduled Downtime.
Cross-Functional Services	Those Services performed in connection with performing, and in support of, each of the Services.
CSS	Cascading Style Sheet
Data Center Services (DCS)	A Shared Service within the Statewide Technology Centers. The DCS consists of five Service Components Mainframe, Server, Network, Data Center Operations, and Print-Mail).
Deliverable	All Materials, processes, inventions, Work Products, and information that Successful Respondent develops for or on behalf of DIR or DIR Customer, in whole or in part, solely or jointly with others, including all intermediate and partial versions thereof in whatever medium fixed or embodied, and any and all documentation relating thereto, including any code (including source and object), scripts, APIs, interfaces, menus, structures, operational instructions, text, graphics, animation, audio or digital video components, specifications, data, reports, schematics, research, configurations, flow charts, knowledge bases, notes, outlines, formulae, training materials, documentation, manuals, processes, algorithms and the like created in connection therewith, whether or not protected by copyright, patent, trademark law, or any similar intellectual property law and all materials developed or created by Successful Respondent for DIR under Statements of Work.
Deliverable Credits	Has the meaning given in Section 7.2(b) of the Agreement.
Derivative Work(s)	Work based on one (1) or more preexisting works, including a condensation, transformation, translation, modification, expansion, or adaptation, that, if prepared without authorization of the owner of the copyright of such preexisting work, would constitute a copyright infringement under applicable Laws, but excluding the preexisting work.
Designated DIR Representative	Has the meaning given in Section 10.1(a) of the Agreement.

Term	Definition
Developed Material(s)	Any new Materials or any modifications, enhancements, improvements, Upgrades or Derivative Works of such Materials that are developed pursuant to the Agreement and paid for by DIR or any DIR Customer under the Agreement. Developed Materials does not include any underlying Successful Respondent or Third Party Owned Materials.
Development or Development Environment	The Systems environment in which Software and databases are initially designed and created. DIR Customers may have more than one Development Environment.
Development and Testing	A software development process that involves synchronized application of a broad spectrum of defect prevention and detection strategies in order to reduce software development risks, time, and costs.
Development and Testing Environment	A setting in which the software development and testing/test process takes place.
Development Tool	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. Development Tools shall include all such programs and programming in use or required to be used as of the Commencement Date. Development Tools also shall include all such programs and programming developed and/or introduced by or for DIR, any DIR Customer or Service Provider during the Term.
DIR	Has the meaning given in the preamble to the Agreement.
DIR Auditors	Has the meaning given in Section 9.8(b) of the Agreement.
DIR Board	The Board of Directors of the Texas Department of Information Resources. The DIR Board approves the amounts of all fees, or fee methodologies, charged to administer its programs.
DIR Contractor(s)	Has the meaning as the term is used in Section 4 of the Agreement.
DIR Confidential Information	Has the meaning given in Section 13.1 of the Agreement.
DIR Customer (also Customer)	<p>Collectively, any of the following Entities that are designated by DIR to receive Services under the Agreement, whether directly from any Service Provider or from DIR through an Interagency, Interlocal, or other agreement:</p> <ol style="list-style-type: none"> 1. DIR in its capacity as a recipient of Services; 2. any State agency or institution of higher education as defined in Section 2054.003, Texas Government Code, 3. any local government or licensing entity as defined in Section 2054.251, Texas Government Code, and 4. any other Entity permitted under Law to purchase Services from or through DIR. <p>The Parties acknowledge and agree that the definition of eligible DIR Customers is subject to modification by the State Legislature, and that the then-current definition of DIR Customers shall control for all purposes.</p>

Term	Definition
DIR Data	<p>Any data or information of or regarding DIR or any DIR Customer that is provided to or obtained by Successful Respondent in connection with the negotiation and execution of the Agreement or the performance of Successful Respondent's obligations under the Agreement, including data and information with respect to the constituency, customer, operations, facilities, products, rates, regulatory compliance, competitors, assets, expenditures, mergers, acquisitions, divestitures, billings, collections, revenues and finances of DIR or any DIR Customer. DIR Data also means any data or information (i) created, generated, collected or processed by Successful Respondent in the performance of its obligations under the Agreement, including data processing input and output, service level measurements, asset information, Reports, third party service and product agreements, contract charges, and retained expense and Pass-Through Expenses, or (ii) that resides in or is accessed through Software, Equipment or Systems provided, operated, supported, or used by Successful Respondent in connection with the Services, as well as information derived from this data and information, but excluding the following information to the extent not required to be provided or otherwise made available to DIR under this Agreement, including with in connection with DIR's rights related to Benchmarking, Subcontractors, auditing, Reports, or Termination Assistance Services: (A) financial/accounting information (including costs, expenditures, billings collections, revenues and finances) of Successful Respondent, its Affiliates or Subcontractors; (B) information created by Successful Respondent to measure the productivity and efficiency of the Services and/or to improve the processes and procedures used by in the performance of the Services; (C) human resources and personnel information of Successful Respondent, its Affiliates or Subcontractors; and (iv) information with respect to Third Party Contracts or licenses of Successful Respondent, its Affiliates or Subcontractors and used in the performance of the Services. Data or information constituting DIR Data shall not constitute Successful Respondent Confidential Information.</p>
DIR Facility(ies)	<p>The facilities that are provided by DIR or a DIR Customer for use by Successful Respondent to the extent necessary to provide the Services as well as those DIR, DIR Customer, and DIR Contractor locations at or to which Successful Respondent is to provide the Services. DIR Facilities include the Non-Consolidated Service Locations and the Consolidated Data Centers.</p>
DIR Initiated Financial Dispute	<p>Has the meaning given in Section 12.4(c) of the Agreement.</p>
DIR Laws	<p>Has the meaning given in Section 15.11(d) of the Agreement.</p>
DIR Owned Materials	<p>Has the meaning given in Section 14.1(a) of the Agreement.</p>
DIR Personal Data	<p>That portion of DIR Data that is subject to any Privacy Laws and includes, but is not limited to, information which any DIR Customer discloses that consists of personal Confidential Information or identifies any consumer served by the Texas Health and Human Services Commission or constituent agencies, in accordance with applicable federal and state laws and other applicable rules, including but not limited to the Texas Health and Safety Code and 25 Texas Administrative Code, Chapter 414.</p>

Term	Definition
DIR Rates	Has the meaning given in Section 11.1(b) of the Agreement.
DIR Rules	Has the meaning given in Section 6.2(a) of the Agreement.
DIR Security Policies	The policies established by DIR to support an information resources security function.
DIR Shared Services	Managed service contracted by DIR and offered to DIR Customers that consolidates business operations and leverages Services across all Customers while providing enterprise Service Levels to ensure quality of service. DIR Shared Services includes Data Center Services, Managed Applications Services, and Cross-Functional Services through a Multi-Sourcing Service Integrator.
DIR Standard(s)	Has the meaning given in Section 9.4(a) of the Agreement.
Disaster	(1) a sudden, unplanned calamitous event causing great damage or loss; (2) any event that creates an inability on an organizations part to provide critical business functions for some predetermined period of time; (3) in the business environment, any event that creates an inability on an organization's part to provide the critical business functions for some predetermined period of time; (4) the period when company management decides to divert from normal production responses (in total or in part) and exercises its disaster recovery plan; and (5) typically signifies the beginning of a move from a primary to an alternate location.
Disaster Recovery as a Service (DRaaS)	A specific service offering that provides Disaster Recovery Services to DIR Customers who do not have fully managed services provided through the Data Center Services program. Disaster Recovery as a Service allows non-Data Center Services Customers to test and restore their non-Data Center Services server instances in the State of Texas Consolidated Data Centers (CDCs) virtualized infrastructure.
Disaster Recovery (DR) Services	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. Disaster Recovery Services include support and coordination with the Business Continuity Services.
Disaster Recovery Plan (DRP)	The plan to execute Disaster Recovery Services.
Disaster Recovery Test	The test of the Disaster Recovery Plan
Disclosing Party	Has the meaning given in Section 13 of the Agreement.
Document Repository	A repository to store and manage all DIR Shared Services documentation, including the Service Management Manuals, knowledge bases of Services, known errors and workarounds, training content, Frequently Asked Questions, and similar documentation for the Successful Respondent's organization as well as from other Service Component Providers as specified by DIR
DQM	Data Quality Management
Earnback	Means the methodology used to determine the potential return of a Service Level Credit as described in Exhibit 3 .
Effective Date	Has the meaning given in the "Authority to Execute" section of the Agreement.
EIR	Electronic and Information Resources
Electronic PHI or ePHI	Has the meaning given in Section 13.3(i)(i) of the Agreement.
End Date	The End of the Agreement per Section 4.3(d) of the Agreement.

Term	Definition
Entity(ies)	A governmental body, agency, unit, or division (including those categories described in the definition of DIR Customer), corporation, partnership, joint venture, trust, limited liability company, limited liability partnership, association, or other organization or entity.
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 by Successful Respondent.
ESBD	Electronic State Business Daily
Escrow Agreement	Has the meaning given in Attachment C Form of Source Code Escrow to the Agreement.
Expected Service Level	The desired level of performance for a Key Measurement, as set forth in Exhibit 3 .
Expected Service Level Default	Successful Respondent's level of performance for a particular Key Measurement fails to meet the applicable Expected Service Level (but does not fail to meet the applicable Minimum Service Level), as specified in Exhibit 3 and its Attachments, and has failed to meet such Expected Service Level for four (4) or more occurrences in any rolling twelve (12) month period.
Extraordinary Event	Has the meaning given in Section 11.6(a) of the Agreement.
FAQ(s)	Frequently Asked Question(s)
Federal Tax Information (FTI)	Any Federal tax information, including without limitation, and tax return-derived information received from the IRS.
FERPA	Family Educational Rights and Privacy Act
FIPS	Federal Information Processing Standards
Fixed Fees	A set amount paid for work or a service and is independent of a time and effort required to produce the identified deliverable.
Full Time Equivalent (FTE)	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 is assumed to be 1,920 productive hours per year. Without DIR's prior written approval, one dedicated individual's total work effort cannot amount to more than one FTE.
Functional Service Area	Means any subset or grouping of the MSI Services and Service Component (or any portion or combination thereof).
GIS	Geographic Information System
Governance Committee	Has the meaning given in Exhibit 1.2 Governance of the Agreement.
GRC	Governance, Risk, and Compliance
Gross Revenue	All revenue associated with the Texas.gov Program, including, but not limited to, Services Revenue, Transaction Revenue, ACH and Credit Card Fees and offline transaction fees.
HCS	Hybrid Cloud Services
HIPAA	Health Insurance Portability and Accountability Act

Term	Definition
HIPAA Privacy Rule (45 CFR Parts 160 and 164, Subparts A and E)	The national standards protecting individuals' medical records and other protected health information and applies to health plans, health care clearinghouses, and those health care providers that conduct certain health care transactions electronically. The Rule requires appropriate safeguards to protect the privacy of protected health information, and sets limits and conditions on the uses and disclosures that may be made of such information without patient authorization. The Rule also gives patients rights over their health information, including rights to examine and obtain a copy of their health records, and to request corrections.
HIPAA Security Rule (45 CFR Parts 160 and 164, Subparts A and E)	The national standard protecting individuals' electronic protected health information that is created, received, used, or maintained by a covered entity. The HIPAA Security Rule requires appropriate administrative, physical and technical safeguards to ensure the confidentiality, integrity, and security of electronic protected health information.
HSC	Hardware Services Charge(s). Has the meaning given in Exhibit 4 of the Agreement
HSP	Historically Underutilized Business (HUB) Subcontracting Plan
Historically Underutilized Business(es) (HUB)	Shall have the meaning given to such term by the Texas Comptroller of Public Accounts (TCPA).
IAC	Interagency Contract
Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA)	Has the meaning given in Section 15.7(o) of the Agreement.
ILC	Interlocal Contract
Incident	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 DIR and/or DIR Customer productivity.
Infrastructure (also IT Infrastructure)	The entire portfolio of Equipment, System Software, and Network components required for the integrated provision and operation of DIR and DIR Customer's IT systems and Applications.
Initial Term	Has the meaning given in Section 3.1 of the Agreement.
In-Scope	Those Services or resources that are the subject of Successful Respondent's obligations under the Agreement.
IRS	Internal Revenue Service.
ISO	International Organization for Standards
ITLC	Information Technology Leadership Council
IT Service Management (ITSM)	The entirety of activities – directed by policies, organized and structured in processes and supporting procedures — that are performed by an organization or part of an organization to plan, deliver, operate and control IT services offered to customers.
ITSCM	Information Technology Service Continuity Management
IVR	Integrated Voice Response
Key Measurements	Those Service Levels measured monthly and described in Exhibit 3.2 .
Key Performance Indicator (KPI)	A quantifiable measure used to evaluate the success of the Services and the effectiveness of achieving key business objectives
Key Successful Respondent Personnel	Any Successful Respondent staff in a management or decision-making position regarding the Contract. Key Staff includes those individuals identified as such in the Agreement.
Knowledge Database	A centralized repository for information

Term	Definition
Known Error Database	A database documenting all Known Errors within a System or Systems
Known Error	A problem that has a documented root cause and a Workaround
LAR	Legislative Appropriations Request
Laws	All federal, state and local laws, statutes, ordinances, regulations, rules, executive orders, circulars, opinions, interpretive letters and other official releases of or by any government, or any authority, department or agency thereof.
Legacy Applications	Application programs that operate with obsolete or inefficient hardware or software technology.
Legacy Systems Study	A study commissioned by the 83rd Legislature (House Bill 2738) to evaluate the composition of the state's current technology landscape and determine how best to approach and make decisions about an aging technology infrastructure.
Level 1 Support	Support that is provided as the entry point for inquiries or problem reports from Authorized Users. If Level 1 personnel cannot resolve the inquiry or problem, the inquiry or problem is directed to the appropriate Level 2 personnel or a Third Party for resolution.
Level 2 Support	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 a Third Party for resolution.
Level 3 Support	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 Authorized Users or the Successful Respondent.
Losses	All losses, liabilities, damages (including punitive and exemplary damages), fines, penalties, settlements, judgments, interest and claims (including taxes), in each case that a court finally awards to a third party or which are otherwise included in the amount payable to a third party and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, experts, settlement, judgment, interest and penalties), as incurred.
MAS Service Component Provider	The Service Provider for any one (1) of the two (2) Managed Application Services Service Components: Application Development and Maintenance, and Application Rate Card Resources.
Maintainability	The characteristics of a Service that determines how easy or difficult it is to provide existing and potentially enhanced services.
Major Incident	The highest category of impact for an Incident. A Major Incident results in significant disruption to business operations.
Major Problem	A cause of one or more Major Incidents. The cause is not usually known at the time a Problem record is created, and the Problem Management Process is responsible for further investigation.
Major Enhancement	New application development or enhancement initiative that requires more than forty (40) hours of effort.

Term	Definition
Major Release	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	(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.
Managed Application Services (MAS)	A procurement and service delivery mechanism offered by DIR for DIR customers to engage providers to obtain governed application services.
Managed Security Services (MSS)	A Service anticipated to have three (3) primary Service Components (Security and Device Management, Incident Response, and Risk and Compliance).
Master Services Agreement (MSA)	See "Agreement."
Materials	All algorithms, APIs, apparatus, circuit designs and assemblies, databases and data collections, designs, diagrams, documentation, drawings, flow charts, formulae, ideas and inventions (whether or not patentable or reduced to practice), know-how, literary works or other works of authorship, materials, marketing and development plans, marks (including brand names, product names, logos, and slogans), methods, models, network configurations and architectures, procedures, processes, protocols, schematics, Software code (in any form including source code and executable or object code), specifications, subroutines, techniques, tools, uniform resource identifiers, user interfaces, web sites, works of authorship, and other forms of technology and intellectual property; and all modifications, replacements, upgrades, enhancements, improvements, methodologies, tools, documentation, materials and media related thereto.
Measurement Window	The time during, or frequency by, which a Service Level shall be measured. The Measurement Window will exclude approved scheduled maintenance.
Middleware	Software that facilitates interactions and integration between and among two (2) or more separate Software programs, Systems, or platforms.
Milestone Deliverable	Has the meaning given in Section 4.5(b) of the Agreement.
Minimum Service Level	Means the minimum level of performance set forth in Exhibit 3.2 with respect to each Key Measurement.
Minimum Service Level Default	The Successful Respondent's level of performance for a particular Key Measurement fails to meet the applicable Minimum Service Level at any time.
Minor Enhancement	New application development or enhancement initiative that requires forty (40) hours or less of effort.
Monthly Charges	The total Charges invoiced by Successful Respondent in any calendar month for Services (excluding Pass-Through Expenses, Out-of-Pocket Expenses and Service Taxes).

Term	Definition
Monthly Invoice	Has the meaning given in Section 12.1(a) of the Agreement.
Monthly Invoice Amount	Charges due and owing for the preceding month as defined in Exhibit 4 and any other amounts payable by DIR to Successful Respondent pursuant to the express terms of the Agreement.
Monthly Productive Hours Worked	With respect to any month and any Service Provider Personnel, the number of productive hours worked by such Service Provider Personnel, excluding non-productive time (e.g., commuting time, vacation, holidays, training unrelated to the Services, education, marketing, administrative staff meetings, medical leave, and military leave).
Multi-sourcing Services Integrator (MSI)	The entity which has entered into a contract with to provide MSI Services.
Multi-Supplier Environment	Has the meaning given in Section 9.12 of the Agreement.
N/N-1	The version of Software designated and/or approved by DIR or the applicable governance committee, as the current standard for deployment. N-1 is one (1) release prior to the above-described designated or approved Software version.
NCWF	National Initiative for Cybersecurity Education (NICE) Cybersecurity Workforce Framework
Network	Collectively, WAN, LAN, and other communication or transport networks.
Network Component Provider	The DCS Service Provider who has entered into a contract with DIR to provide Network Services.
Network Topology	The arrangement in which the nodes or interfaces to the Network are connected.
New Service(s)	Services requested by DIR, DIR Customers, or required by applicable Laws (without limiting the obligation of the Parties under Section 11.5 of the Agreement) (i) that are materially different from the Services, (ii) that require materially different levels of effort or resources from Successful Respondent to provide the Services, and (iii) which are not required for Successful Respondent to meet the Service Levels. For the avoidance of doubt, New Services shall not include (a) increases in the volume of Services for which there is an associated Resource Baseline or charging methodology, or (b) the disaggregation of an existing service from a Functional Service Area.
New Service Component	Any new single area that is represented with an Agreement between DIR and a Service Component Provider
NICE	National Initiative for Cybersecurity Education
Notice of Election	Has the meaning given in Section 17.3 of the Agreement.
Offshore	Refers to an operational location of Service not within one of the fifty (50) United States, or within or directly adjacent to the Continental US. For the Texas.gov 3.0 initiative, all work must be performed within the continental US.
One-Time Charges	Any Charges that are specified by the Successful Respondent and which are non-recurring and are typically associated with start-up and implementation costs.
One-Time Deliverables	Those Deliverables that are non-recurring that have associated Deliverable Credits payable to DIR in the event Successful Respondent fails to successfully and timely complete such Deliverables.

Term	Definition
Online System	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.
Onshore	Refers to an operational location of Service within the Continental US. For the Texas.gov 3.0 initiative, all work must be performed within the continental US.
Onsite	Refers to physical presence at a location of Service delivery.
Operating Agreement (OA)	A documented agreement between the Successful Respondent and other Service Provider documenting the joint operation, issue resolution, and governance of the delivery of the Services.
Out-of-Pocket Expenses	Reasonable, demonstrable, and actual expenses due and payable to a Third Party by Successful Respondent that are approved in advance by DIR and for which Successful Respondent is entitled to be reimbursed by DIR under the Agreement. Out-of-Pocket Expenses shall not include Successful Respondent's overhead costs (or allocations thereof), general and/or administrative expenses or other markups. Out-of-Pocket Expenses shall be calculated at Successful Respondent's actual incremental expense and shall be net of all rebates and allowances.
Outage(s)	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(ies)	Has the meaning given in the recitals to the Agreement.
Pass-Through Expense(s)	The Successful Respondent expenses listed in Exhibit 4 which DIR has agreed to pay directly or reimburse to Successful Respondent on an Out-of-Pocket Expenses basis.
PC	Personal Computer
PCI	Payment Card Industry
PCI DSS	Has the meaning given in Section 13.5(d) of the Agreement.
Performance Category	A grouping of Critical Service Levels or Key Measurements as set forth in Exhibit 3.0 and Exhibit 3.1 . Critical Deliverables do not constitute a Performance Category.
PII	Personally Identifiable Information
PIR	Post Implementation Review
Physical DBA	<p>The database administrator responsible for the environmental aspects of a database, including but not limited to the following activities:</p> <ol style="list-style-type: none"> 1. Supporting the design and implementation of multiple production, test and development database subsystems, exclusive of table creation for Development and Initial Test Environments. 2. Capacity planning for database instances and reorganizing as necessary. 3. Performing stress testing and database performance tuning. <p>Installing, maintaining, and monitoring the DBMS Software and products, including technical advice and support to the ADM staffs and Logical DBAs as may be required.</p>
Plan(ning)	Has the meaning given in Section 4.3(c) of the Agreement.
PMO	Project Management Office
POE	Proof of Entitlement
Portal	The online Internet site providing access and links to Services and other applications

Term	Definition
PPM	Program and Project Management
Pre-commencement	Period between the Effective Date and the Commencement Date of the Agreement.
Problem(s)	An underlying cause of one (1) or more Incidents. A Problem is labeled a “Known Error” when the root cause is known and a temporary workaround or permanent solution has been identified.
Problem Management	The process of tracking and managing all problems arising in DIR and DIR Customer's IT environment, and resolving those problems arising from or related to the Services.
Production or Production Environment	The system environment in which an organization's data processing is accomplished. This environment contains DIR Customer's business data and has the highest level of security and availability of all environments (includes training and other Production-like environments).
Project(s)	Has the meaning given in Section 4.6 of the Agreement.
Proposal	Has the meaning given in the preamble to the Agreement.
Proposal Documents	Has the meaning given in Section 2(e) of the Agreement.
Protected Health Information (PHI)	Has the meaning given in Section 13.3(i) of the Agreement.
Public Information Act	Has the meaning given in Section 13.1(b)(vii) of the Agreement.
Public Service Catalog	An online, Internet-facing Service Catalog for use by prospective Customers
Q&A	Question and Answer
Quality Assurance (QA)	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.
Rate Card	A listing of hourly personnel pricing rates as documented in Exhibit 4.1 .
RCA	Root Cause Analysis
Receiving Party	Has the meaning given in Section 13 of the Agreement.
Recovery Point Objective (RPO)	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)	The recovery time objectives, as designated in Exhibit 2.3 , expressed as the duration of time within which an Application, including all technology components included in the DIR Customer DR 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 DIR in the event Successful Respondent fails to successfully and timely complete such Deliverables.
Renewal Term	Has the meaning given in Section 3.2 of the Agreement.
Reports	Has the meaning given in Section 9.1(a) of the Agreement.
Request for Change (RFC)	A formal proposal for a Change to be made to any component of an IT infrastructure or any aspect of an IT service. An RFC shall include details of, and the justification for, the proposed Change. DIR Customer must approve all RFCs in writing.
Request for Offer (RFO)	A formal document issues by DIR to the market or vendor community requesting an offer for goods or services. (This document.)

Term	Definition
Request for Solution (RFS)	A Service Request that requires development of a proposal for DIR Customer approval to fulfill the request.
Request Management	The process of tracking and managing all requests from Authorized Users arising in DIR's and DIR Customers' IT environment, and resolving those requests arising from or related to the Services.
Required Consent(s)	The consents (if any) required to be obtained: (i) to assign or transfer to Successful Respondent DIR licensed Third Party Materials, Third Party Contracts, Equipment Leases or Acquired Assets (including related warranties); (ii) to grant Successful Respondent the right to use and/or access the DIR licensed Third Party Materials, Third Party Contracts, and DIR Provided Equipment in connection with providing the Services; (iii) to grant DIR, the DIR Customers and/or their designee(s) the right to use and/or access the Successful Respondent Owned Materials, Third Party Materials and Equipment acquired, operated, supported, used, or required to be used by Successful Respondent in connection with providing the Services; (iv) to assign or transfer to DIR, the DIR Customers and/or their designee(s) any Developed Materials to the extent provided in the Agreement; (v) to assign or transfer to DIR, the DIR Customers and/or their designee(s) Successful Respondent Owned Materials, Third Party Materials, Third Party Contracts, Equipment leases or other rights following the Term to the extent provided in the Agreement; and (vi) all other consents required from third parties in connection with Successful Respondent's provision of, and DIR's and the DIR Customers' receipt and use of, the Services and Successful Respondent's performance of its obligations hereunder.
Resolution (also Resolve)	The restoration of full service or the completion of the service request in a manner acceptable to DIR or the applicable Authorized User in their reasonable discretion. Resolution may include the restoration of full service by workaround or other alternative means.
Resolution Time	The number of minutes between the Start Time for an Incident and the time such Incident is Resolved.
Resolve	See "Resolution."
Resource Unit (RU)	A measurable device, unit of consumption, or other unit or resource utilization associated with the Services, as described in Exhibit 4 to the Agreement, that is used for purposes of calculating Charges.
Respondent	Any individual, partnership, or corporation submitting a Response. Unless the Contract clearly indicates otherwise, all terms and conditions of the Contract that refer to Respondent apply with equal force to Successful Respondent.
Response	A Respondent's submission to this RFO.
Response Time	The number of elapsed minutes between the time a Call is received and the time Successful Respondent responds to the Authorized User or other designated DIR contact to acknowledge and verify the problem.

Term	Definition
Retained Expense:	An expense retained by the Customer and not included in Successful Respondent's pricing that is related to the services provided by the Successful Respondent. The Successful Respondent shall help identify ways to reduce all costs (in price, pass-through or retained), where possible. As an example, some Customers "retain" purchasing print/mail consumables (envelopes), and Successful Respondent is encouraged and expected to continuously look for ways to minimize all cost---including the envelopes.
Root Cause Analysis (RCA)	The formal process, specified in the Service Management Manual, to be used by Successful Respondent to diagnose the underlying cause of problems at the lowest reasonable level so that effective corrective action can be taken.
SaaS	Software as a Service
SAM	System for Award Management
Schedule	A specific named document or part of a named document that is part of the Contract package executed between two (2) parties, one (1) of which is Texas DIR and the other party is either the MSI or Service Component Provider.
Scheduled Downtime	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 DIR's business. The Successful Respondent shall maintain Availability during such periods to the extent reasonably practicable.
Scheduled Event(s)	A planned activity that is to occur in the future and may impact system availability and can create a Scheduled Downtime.
Security Assessment	Has the meaning given in Section 9.12 of the Agreement.
Security Assessment Company	Has the meaning given in Section 9.12 of the Agreement.
Security Incident Management Plan	Has the meaning given in Exhibit 2.1 of the Agreement.
Service(s)	Has the meaning given in Section 4.1(a) of the Agreement.
Service Catalog	Has the meaning given in Exhibit 2.1.1 of the Agreement.
Service Component	A single area which is represented with an Agreement between DIR and the Service Component Provider (e.g., Managed Application Services Application Development, Mainframe, Server, Network, Data Center, and Print-Mail).
Service Component Provider (SCP)	Collectively, all Service Providers, excluding the MSI, who have entered into an agreement with DIR to provide the Services contemplated by one or more Statement(s) of Work (i.e. Application Development Service Component Provider, Application Management Service Component Provider; Application Rate Card Resources Service Component Provider; Server Service Component Provider, Network Service Component Provider, Payment Services Service Component Provider; Texas.gov Services Service Component Provider; Print-Mail Service Component Provider, Data Center Operations Service Component Provider, and Mainframe Service Component Provider).

Term	Definition
Service Continuity Management	The activities associated with providing prioritized service continuity and disaster recovery Services for the Applications, and their associated infrastructure.
Service Delivery Failure	Has the meaning given in Exhibit 3 to the Agreement.
Service Desk	The facilities, associated technologies, and fully trained staff who respond to Calls, facilitate all Incident Management, Problem Management, Change and Request Management activities, and act as a single point of contact for coordination and communication to Authorized Users and Service Providers in regard to the Services.
Service Desk User	An Authorized User
Service Level(s)	Individually and collectively, the quantitative performance standards for the Services set forth in Exhibit 3 to the Agreement.
Service Level Credit	The monetary amounts that the Service Provider shall be obligated to pay to DIR (or apply against Monthly Charges) in the event of Service Level Defaults.
Service Level Default	<p>A Service Level Default occurs when:</p> <ol style="list-style-type: none"> 1. Performance for a particular Critical Service Level fails to meet the applicable Minimum Service Level, or 2. Performance for a particular Critical Service Level fails to meet the applicable Expected Service Level (but does not fail to meet the applicable Minimum Service Level), and has failed to meet such Expected Service Level for four (4) or more occurrences in any rolling twelve (12) month period.
Service Level Escalation Event	Has the meaning given in Exhibit 3 to the Agreement.
Service Level Invoice Amount	Charges due and owing for the preceding month, including, to the extent applicable, ECA adjustments and any other amounts payable by DIR to Successful Respondent pursuant to the express terms of the Agreement (excluding HSC/SSC/Rate Card Charges, Transition/Transformation/HCS Milestone charges and Other charges as approved by DIR).
Service Management Manual (SMM)	The management procedures manual for Services.
Successful Respondent	The party to this Agreement.
Successful Respondent Account Manager	Has the meaning given in Section 9.7 of the Agreement and shall describe the Successful Respondent representative responsible for both the day-to-day relationship with DIR and the DIR Customers as well as the delivery of all Services to DIR and the DIR Customers.
Successful Respondent Laws	Has the meaning given in Section 15.11(d) of the Agreement.
Successful Respondent Owned Materials	Has the meaning given in Section 14.3(a) of the Agreement.
Successful Respondent Personnel	Those employees, representatives, contractors, subcontractors, and agents of Successful Respondent and its Subcontractors.
Successful Respondent Site(s)	A physical location belonging to the selected Successful Respondents,
Successful Respondent-Provided Software	Refers to any software product that the Service Component Provider provides in the course of delivery of Services.
Service Request (or Request for Service)	A request for information, advice, access or standard change to an IT service that does not require solution proposal development. Examples of such Service Request include provisioning ID access, password resets, and Service Catalog requests.

Term	Definition
Service Revenue	Texas.gov program revenue that is not transaction based, such as monthly hosting fees and recurring payment fees.
Service Taxes	All sales, use, excise, and other similar taxes that are assessed against either Party on the provision of the Services as a whole, or on any particular Service received by DIR or the DIR Customers from Service Component Providers, excluding Income Taxes.
Shared Services	See DIR Shared Services
Shared Services Systems	Has the meaning given in Exhibit 2.1.1 of the Agreement.
SKU	Stock Keeping Unit
SLA	Service Level Agreement
SMM	Service Management Manual
Software	Means all Materials consisting of software programs and programming (and all modifications, replacements, Upgrades, enhancements, documentation, materials and media related thereto), including Antivirus Software, Application Software, Development Tools and System Software.
Specialized Services	Has the meaning given in Section 9.7 of the Agreement.
SSC	Software Services Charge(s). Has the meaning given in Exhibit 4 of the Agreement.
Standard Work Hours	In any given month, one hundred and fifty (150) hours as used in the equation to determine FTE resources utilized.
Start Time	With respect to an Incident or a Call, 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 (1) ticket is created for the same root cause, the Start Time shall be based on the earliest of the ticket creation times.
State	The State of Texas, unless expressly stated otherwise.
State Data Center(s)	The consolidated State data centers in San Angelo, Texas, and/or Austin, Texas.
State Legislature	The governmental legislative body of the State.
Statewide Technology Centers (STC)	The Shared Services DIR offers through the following government code: Sec. 2054.378. SCOPE OF OPERATION OF CENTERS. (a) The department may operate statewide technology centers to provide two or more state agencies, on a cost-sharing basis, services relating to: (1) information resources and information resources technology; and (2) the deployment and development of statewide applications. (b) The department may operate a statewide technology center directly or contract with another person to operate the center.
STC Customer	Means the DIR Customer that purchases any of the shared services offered through DIR's Statewide Technology Centers, which include Data Center Services, Managed Applications Services and Managed Security Services.
Strategic Plan(s)	The plan(s) that may be periodically developed by DIR that set forth DIR's key operational objectives and requirements and outline its strategies for achieving such objectives and requirements. DIR 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(s) of Work (SOW)	Means Exhibit 2.1.1, Exhibit 2.1.2, and Exhibit 2.1.3 , and their associated Exhibits and Attachments.

Term	Definition
Subcontractors	Subcontractors (of any tier) of Successful Respondent, including Affiliates of Successful Respondent performing Services under the Agreement pursuant to Section 9.9 of the Agreement.
System(s)	An interconnected grouping of manual or electronic processes, including Equipment, Software and associated attachments, features, accessories, peripherals and cabling, and all additions, modifications, substitutions, Upgrades or enhancements to such System. Systems shall include all Systems in use or required to be used as of the Commencement Date, all additions, modifications, substitutions, Upgrades, or enhancements to such Systems and all Systems installed or developed by or for DIR, the DIR Customers or Successful Respondent during the Term.
Systems Development Life Cycle (SDLC)	A term used in system engineering, information systems and software engineering to describe a process for planning, creating, testing, and deploying an information system.
Systems Overhead	Non-billable Resource Units used by the Successful Respondent to measure and calculate DIR Customers' resource usage, to perform Successful Respondent billing functions, used for capacity planning studies or attributable to reruns that are due to the fault of Successful Respondent, and such other Successful Respondent usage set forth as such in Exhibit 4 to the Agreement.
TCPA	Texas Comptroller of Public Accounts
Technology Evolution	Any improvement, upgrade, addition, modification, replacement, or enhancement to the standards, policies, practices, processes, procedures, methods, controls, scripts, product information, technologies, architectures, standards, equipment, software, systems, tools, products, transport systems, interfaces and personnel skills available to provide the Services in line with the best practices of first tier leading providers of services that are the same as or similar to the Services. Technology Evolution includes, as relating to such items for such purpose: higher capacity, further scaling and commercializing of processes, more efficient and scalable processes, new versions and types of applications and systems/network software, new operational or IT Infrastructure processes, and new types of hardware and communications equipment that shall enable Successful Respondent to perform the Services more efficiently and effectively as well as enable DIR and the DIR Customers to meet and support their operational requirements and strategies.
Technical Recovery Guide (TRG)	Means a compilation of technical information, procedures, environmental configurations, operations and dependencies required to document each application and 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. Exhibit 2.3 further defines the specific content which must be included in the Technical Recovery Guides.
Technical Requirement(s)	The underlying hardware and software requirements that would be required to support and run a solution.
Tier (includes 1, 2, 3, and 4)	Classification denoting support level

Term	Definition
Term	The Initial Term and the Renewal Terms, if any, including any period during which Termination Assistance Services are provided by Successful Respondent under the Agreement.
Termination Assistance Services	(i) The Services (including the terminated, insourced, resourced, or expired Services, the Services described in Section 4.3 of the Agreement, the Services described in Exhibit 2.2 to the Agreement and, in each case, any replacements thereof or supplements thereto), to the extent DIR requests such Services during a Termination Assistance Services period; (ii) Successful Respondent's cooperation with DIR, DIR Customers and their designee(s) in the orderly transfer of the Services (or replacement or supplemental services) to DIR, the DIR Customers and/or their designee(s); and (iii) any New Services requested by DIR in order to facilitate the transfer of the Services (or replacement or supplemental services) to DIR, the DIR Customers and/or their designee(s).
Termination Charge	The termination charges payable by DIR as set forth in Exhibit 4 to the Agreement. The Termination Charge shall be calculated as of the later of (i) the end of the Term (or the date of termination of the applicable Services under the Agreement), and (ii) the satisfactory completion of all Termination Assistance Services.
Termination Services	The activities the current Successful Respondent undertakes to disentangle or either move or enable the move of Services to DCS Customer or a new Successful Respondent.
Texas Comptroller of Public Accounts (TCPA)	The State's chief tax collector, accountant, revenue estimator, and treasurer. TCPA includes the Texas State Treasury.
Texas Project Delivery Framework	The standardized framework identified by DIR for state and other government agencies to use to deliver projects.
Third Party(ies)	A legal entity, company, or person(s) that is not a Party to the Agreement, and is not an Affiliate of a Party.
Third Party Contract(s)	All agreements between Third Parties and DIR, any DIR Customer, or Successful Respondent that have been or shall be used to provide the Services.
Third Party Materials	Materials that are owned by Third Parties and provided under license or lease to Successful Respondent, DIR or any DIR Customer and that have been or shall be used to provide or receive the Services. Third Party Materials shall include Materials owned by Subcontractors (excluding Affiliates of Successful Respondent) and used in the performance of the Services.
Third Party Vendor(s)	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.
Total Revenue	Gross Revenue less SCP Credit Card and ACH Processing Fees
Total Transaction Revenue	All Texas.gov Program revenue processed through the Payment Services payment system.
Traceability Matrix	A mechanism that allows the follow-up of requirements through the entire SDLC process to ensure a requirement is addressed in all phases and applicable test cases corresponding to requirements can be identified.
Transaction Fee	Texas.gov Fees charged per transaction.
Transition	Has the meaning given in Section 4.2 of the Agreement.

Term	Definition
Transition Services	Has the meaning given in Section 4.2 of the Agreement.
Transport	A commercial service providing the carriage or transmission of voice, video, or data electronic impulses over a distance.
TRG	Technical Recovery Guide
Unanticipated Change	Has the meaning given in Section 11.7 of the Agreement.
Unit Testing	A Software verification and validation method where the programmer gains confidence that individual units of source code are fit for use. A unit is the smallest testable part of an application.
Upgrade(s)	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.
Use	To load, access, execute, use, manipulate, practice, process, make, have made, operate, copy, execute, compile, store, purge, reproduce, display, perform, distribute, transmit, receive, modify, maintain, enhance, upgrade, store, create Derivative Works, and exercise any other similar rights.
User Acceptance Test(ing) (UAT)	Testing conducted by the end user using either production or production-like data to validate end-to-end business processes and compare actual and expected results. This is a formal testing step with new Applications or major changes to existing Application, and a successful execution and result leads to the user accepting the system.
Versioned	Changes 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.
VM	Virtual Machine
WAN	Wide Area Network
Warranty Services	Any activities necessary to repair Problems to enable Applications and Enhancements to perform in accordance with the applicable Documentation or other specifications.
WCAG	Web Content Accessibility Guidelines
Wide Area Network (WAN)	A long-haul, high-speed, backbone transmission Network, consisting of WAN Equipment, Software, Transport Systems, Interconnect Devices, and Cabling that, and other services as they become available that are used to create, connect, and transmit data, voice and video signals to within, between or among: (i) LANs, and (ii) other locations that do business with the State and for which DIR is responsible for allowing Connectivity.
Work Order	Has the meaning given in the Agreement.
Work Product	Means (i) all reports and manuals, including transition plans, business requirements documents, design documents, manuals, training and knowledge transfer materials and documentation, (ii) the Service Management Manual, (iii) Desktop Procedures, and (iv) any intellectual property created as a result of this Agreement to express, embody or execute or perform a function, method or process that is specific to the business of DIR or DIR Customers.