

**Appendix 1 to
Second Amendment of
Master Services Agreement**

Exhibit 1
Definitions

DIR-MSS-SCP-001
December 12, 2018



**Exhibit to Managed Security Services
Service Component Provider
Master Services Agreement**

DIR Contract No. DIR-MSS-SCP-001

Between

**The State of Texas, acting by and through
the Texas Department of Information Resources**

and

AT&T Corp.

**Exhibit 1
Definitions**

December 12, 2018

Change Log

CCR/CN	Amendment	Date	Description
CCR-00XXX	Amendment 2	12/12/2018	Updated to add Attachment 1, MSS Deliverables

EXHIBIT 1
DEFINITIONS

Update Methodologies and Attachment for Exhibit 1

The following update methodologies and attachment are incorporated as part of **Exhibit 1**:

Title	Methodology for Updating Associated Exhibit Attachment
<u>Exhibit 1</u> Definitions	<u>Exhibit 1</u> may only be modified by formal amendment, in accordance with <u>Section 21.7</u> of the MSA.
<u>Attachment 1-A</u> Common Terms and Acronyms	<u>Attachment 1-A</u> may only be modified by formal amendment, in accordance with <u>Section 21.7</u> of the MSA.
<u>Attachment 1</u>	<u>Attachment 1 may be modified by the appropriate contract change process, in accordance with Section 21.7 of the MSA.</u>

EXHIBIT 1
DEFINITIONS

When used in this Agreement with initial capital letters, the terms listed in this Exhibit shall have the meanings set forth herein. In addition, common terms and acronyms are listed in **Attachment 1-A**.

Term	Definition
Acceptance or Accepted	Means the determination, in DIR or, if applicable, Customers' reasonable discretion and in accordance with the relevant provisions of <u>Exhibit 6</u> , Governance Model, confirmed in writing by DIR or the applicable Customer, that Software, Equipment, Systems, and/or other Deliverables are in Compliance, in accordance with <u>Section 4.8</u> , Acceptance, of the Agreement and the Services Management Manual or other criteria agreed to in writing by the Parties.
Acceptance Criteria	Means the criteria that Service Provider must confirm have been met prior to submitting a Deliverable for Acceptance by DIR or a 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 <u>Section 4.8(b)(i)</u> 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.
Actual Uptime	Means, of the Critical Uptime, the aggregate number of minutes during which the applicable Service component defined in <u>Attachment 3-A</u> , Service Level Matrix, is Available.
Affiliate	Means 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	Means the final version of any contractually binding agreement between DIR and the Service Provider 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

Term	Definition
	section or article references shall be deemed references to the body of the Agreement (that is, Articles 1 through 21).
Allocation of Pool Percentage	Means the portion of the respective 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.
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.
Approved Scanning Vendor (ASV)	Means a vendor certified by the Payment Card Industry Security Standards Council (PCI SSC) to perform vulnerability scans.
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.
Assistance Event	Means (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 Customer.
At-Risk Amount	Means, for any month during the Term, ten percent (10%) of the Service Level Invoice Amount, which is the maximum amount that the Service Provider will have at risk for Service Level Credits as set forth in Attachment 3-A . Each Service Component will have its own At-Risk Amount tied to the corresponding portion of the Service Level Invoice Amount.
Audit Period	Has the meaning given in Section 9.9(a) of the Agreement.
Authorized User(s)	Means, unless otherwise indicated, officers, directors, employees, contractors, agents, customers, and vendors of DIR or any Customer and any other person(s) designated by DIR or any Customer to receive or use the Systems or Services provided by Service Provider.
Availability or Available	Means that the full functionality of a Service Component is available for use by the 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.

Term	Definition
Availability Requirements	Refers to prerequisites to ensure the full functionality of a Service Component for use by the Authorized Users and without degradation in any material respect.
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.
Benchmarker	Has the meaning given in Section 11.10(a) of the Agreement.
Benchmarking	Has the meaning given in Section 11.10(a) of the Agreement.
Business Application	A Business Application name is the high-level label used by the agency business and IT organizations to easily reference a group of functions provided by one or more systems to accomplish the specific business needs of the agency. A Business Application is typically a combination of integrated, internally developed custom systems, commercial off the shelf (COTS) applications, and/or customized third party systems.
Business Continuity Services	Means the overall enterprise plans and specific activities of each Customer and/or Service Provider 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.
CAP Failure Credit	Has the meaning given in Exhibit 3 , Service Levels, of the Agreement.
CAP Failure Event	Has the meaning given in Section 4.1 , Overview, of the Agreement.
CAP Notice	Has the meaning given in Section 4.1 , Overview, of the Agreement.
Call	Means a contact (including by telephone, voicemail, electronic mail, fax, automated tool or web request) to Service Provider 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 Service Provider.
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.
Centralize Data Repository	Means an on-line and secure Centralized Data Repository to store DIR Data, log files, and documentation generated as part of the Services.

Term	Definition
Change(s)	Means 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. 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. Changes must be approved by DIR or designated Customer, through the Change Management process, prior to implementation.
Change Advisory Board (CAB)	Means 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 9.6(a) of the Agreement.
Change Management or Change Management Process	Means the processes relating to planning and performing all changes in 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 , Pricing and Financial Provisions, of the Agreement.
Chargeback System	The system for Chargeback System, as described in Exhibit 2.1.2 , Cross Functional Service SOW.
Charges	Means the fees defined in Exhibit 4 , Pricing and Financial Provisions.
Chronic Service Issue (or Chronic Problem)	A Service Delivery related Problem that has occurred numerous times with no known corrective action for the Problem and resulted in a) repeated failures to meet the requirements set forth in the Statements of Work and b) a significant disruption of Service or Service performance to the Customer.
Cloud or Cloud Services	Refers to services made available to users on demand via the Internet from a provider's servers as opposed to being provided from an organization's own on-premises servers.
Commencement Date	Means the date as the Parties may agree upon in writing as the date on which Service Provider shall begin providing the Services for the first Customer.

Term	Definition
Commercial Off-The-Shelf (COTS)	Means 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 and Comply	Means, with respect to Deliverables, fulfilling the requirements of the Specifications, the Acceptance Criteria, the Agreement, and all other applicable operational and/or functional requirements.
Confidential Information	Has the meaning given in Section 13.1(a) of the Agreement.
Configuration Management	Means 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)	Means a System that contains details regarding the Software, Equipment and Systems that are used in the provision and management of the Services, including information that relates to the maintenance, movement and problems experienced with such Software, Equipment and Systems.
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 DIR and provided to Authorized Users.
Consolidated Data Center(s)	Means the centralized Data Center(s) used by Service Provider to provide Services (e.g. ADC and SDC).
Continental US	Refers to the 48 contiguous states in addition to Alaska
Contract Changes	Has the meaning given in Section 11.1(f) of the Agreement.
Contract Records	Has the meaning given in Section 9.9(a) of the Agreement.
Contract Year	Means each twelve (12) month period commencing each September 1 and ending each August 31 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, Controlled and Controlling	Means (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)

Term	Definition
	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 of its Affiliates) of the position of sole general partner.
Control Deficiency	Has the meaning given in Section 9.9(i)(v) of the Agreement.
Controlled Penetration Tests	Means a type of Assessment that tests the vulnerability of Systems to unauthorized external interventions or improper uses.
Corrective Action Plan or CAP	Has the meaning given in Section 4.1(g) of the Agreement.
Critical Deliverables	Means the One-Time Deliverables and Recurring Deliverables that have associated Deliverable Credits payable to DIR in the event Service Provider fails to successfully and timely complete such Deliverables as identified in Attachment 3-C .
Critical Service Level	Means any Service Level designated as "critical" by DIR, and with respect to which DIR may become entitled to receive Service Level Credits as a result of Service Provider's failure to satisfy the associated Service Level standards.
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	Means those Services performed in connection with performing, and in support of, each of the Services, including those Services described in Exhibit 2.1.2 , Cross Functional Service SOW.
Customer or DIR Customer	Means, collectively, any of the following Entities that are designated by DIR to receive Services under the Agreement, whether directly from any Statewide Technology Center Service Provider or from DIR through an Interagency, Interlocal, or other agreement: <ul style="list-style-type: none"> (a) DIR in its capacity as a recipient of Services; (b) any State agency, unit of local government or institution of higher education as defined in Section 2054.003, Texas Government Code, and those State agencies that execute Interagency Agreements with DIR, as authorized by Chapter 771, Texas Government Code;

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	<p>(c) any Texas local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code;</p> <p>(d) any other Entity permitted under Law to purchase Services from or through DIR; and</p> <p>(e) other Entities to which the Parties agree.</p> <p>The Parties acknowledge and agree that the definition of eligible Customers is subject to modification by the State Legislature, and that the then-current definition of Customers shall control for all purposes.</p>
Customer Remote Site	Means a Customer facility located outside the Dallas/Ft Worth, Austin, San Antonio or Houston metropolitan area.
Customer Site - DASH	Means a Customer facility located in the Dallas/Ft Worth, Austin, San Antonio or Houston metropolitan area.
DCS Service Provider(s)	Means, collectively, the Server, Mainframe, Data Center, Network and Print/Mail Service Component Providers and the Multi-Sourcing Integrator.
Deliverable	Has the meaning given in Section 4.8(a) of the Agreement.
Deliverable Credits	Has the meaning given in Section 7.5(c) of the Agreement.
Derivative Work	Means a work based on one 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.
Device Management	The management of a device to include but not limited to a network security appliance or computer system transacting customer business, including mobile or handheld information technology, such as desktop computers, laptop computers, tablet computers and servers in order to provide protection and or monitoring against unauthorized use or access.
Developed Material	Means any Materials or any modifications, enhancements, improvements, Upgrades or Derivative Works of Materials that are developed pursuant to the Agreement or otherwise paid for by DIR or any Customer under the Agreement.
Device	A Device is a network security appliance or computer system transacting customer business, including mobile or handheld information technology, such as desktop computers, laptop computers, tablet computers. Device does NOT include peripheral devices such as disk drives, printers, mice, or modems

Term	Definition
DIR	Means the Texas Department of Information Resources, an agency of the State of Texas.
DIR Auditors	Has the meaning given in Section 9.9(b) of the Agreement.
DIR Contractor(s)	Has the meaning given in Section 4.7(a) of the Agreement.
DIR Customer or Customer	<p>Means, collectively, any of the following Entities that are designated by DIR to receive Services under the Agreement, whether directly from any STC DCS Service Provider or from DIR through an Interagency, Interlocal, or other agreement:</p> <ul style="list-style-type: none"> (a) DIR in its capacity as a recipient of Services; (b) any State agency, unit of local government or institution of higher education as defined in Section 2054.003, Texas Government Code, and those State agencies that execute Interagency Agreements with DIR, as authorized by Chapter 771, Texas Government Code; (c) any Texas local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code; (d) any other state or governmental Entity of another state, as authorized by Section 2054.0565, Texas Government Code; (e) any other Entity permitted under Law to purchase Services from or through DIR; and (f) other Entities to which the Parties agree. <p>The Parties acknowledge and agree that the definition of eligible Customers is subject to modification by the State Legislature, and that the then-current definition of Customers shall control for all purposes.</p>
DIR Data	<p>Means any data or information of or regarding DIR or any Customer that is provided to or obtained by Service Provider in connection with the negotiation and execution of the Agreement or the performance of Service Provider'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 Customer. DIR Data also means any data or information (i) created, generated, collected or processed by Service Provider 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 Service Provider 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</p>

Term	Definition
	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 Service Provider, its Affiliates or Subcontractors; (B) information created by Service Provider 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 Service Provider, its Affiliates or Subcontractors; and (iv) information with respect to Third Party Contracts or licenses of Service Provider, its Affiliates or Subcontractors and used in the performance of the Services. Data or information constituting DIR Data shall not constitute Service Provider Confidential Information.
DIR Managed Security Services Manager	Has the meaning given in <u>Section 10.1(a)</u> of the Agreement.
DIR Facilities or DIR Facility	Means the facilities that are provided by DIR or a Customer for use by Service Provider to the extent necessary to provide the Services as well as those DIR, Customer and DIR Contractor locations at or to which Service Provider is to provide the Services. DIR Facilities include the Non-Consolidated Service Locations and the Consolidated Data Centers.
DIR Laws	Has the meaning given in <u>Section 15.12(d)</u> of the Agreement.
DIR Owned Materials	Has the meaning given in <u>Section 14.1(a)</u> of the Agreement.
DIR Personal Data	Means that portion of DIR Data that is subject to any Privacy Laws and includes, but is not limited to, information which any 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.
DIR Rules	Has the meaning given in <u>Section 6.3(a)</u> of the Agreement.
DIR Standards or Standards	Has the meaning given in <u>Section 9.5(a)</u> of the Agreement.
DIR-Initiated Financial Dispute	Has the meaning given in <u>Section 12.4(d)</u> of the Agreement.
Disaster	Means (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)

Term	Definition
	and exercises its disaster recovery plan; and (5) typically signifies the beginning of a move from a primary to an alternate location.
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 include support and coordination with the Business Continuity Services.
Disaster Recovery Plan (DRP)	Means the plan to execute Disaster Recovery Services.
Documentation	Is the product of activities associated with developing, revising, maintaining, reproducing and distributing Service information in hard copy and electronic form.
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.
Draft Invoice	Has the meaning given in Section 12.1(a) , Invoice, of the Agreement.
Earnback	Means the methodology used to determine the potential return of a Service Level Credit as described in Exhibit 3 , Service Levels.
Effective Date	Has the meaning given in the "Authority to Execute" section of the Agreement.
Electronic PHI or ePHI	Has the meaning given in Section 13.3(i)(i) , DIR Personal Data, of the Agreement.
Endpoint Management Services	The monitoring and management of endpoint Devices, including, but not limited to desktop, laptop, and tablet computers for evidence of threats, indicators of compromise, and malware where hardware is either provided by the Service Provider or Customer.
End User Requirements	Means requirements that are applicable to the users of the systems, which tend to focus on User Interface parts of the Functional Requirements.
Enhancement(s)	Means a Change or work order requested by the Customer to an Application that provides additional functionality and is explicitly identified as an Enhancement.
Entity or Entities	Means a governmental body, agency, unit or division (including those categories described in the definition of Customer), corporation, partnership, joint venture, trust, limited liability company, limited liability partnership, association, or other organization or entity.

Term	Definition
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 Service Provider.
Equipment Leases	Means all leasing arrangements whereby DIR, the Customers or any DIR Contractor leases Equipment as of the Commencement Date which shall be used by Service Provider to perform the Services after the Commencement Date.
Escrow Agreement	Has the meaning given in Exhibit 26 , Form of Source Code Escrow, to the Agreement.
Event of Loss	Has the meaning given in Exhibit 24 , Insurance and Risk of Loss, to the Agreement.
Expected Service Level	Means the desired level of performance for a Critical Service Level or Key Measurement, as set forth in Attachment 3-A , Service Level Matrix.
Expected Service Level Default	Means the Service Provider's level of 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), as specified in Exhibit 3 , Service Levels, 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.
Expiration Date	Means the ending date of the Term.
Extraordinary Event	Has the meaning given in Section 11.6(a) , Extraordinary Event, of the Agreement.
FAQ(s)	Means a frequently asked question or list of such questions.
Federal Tax Information (FTI)	Means any Federal tax information, including without limitation, and tax return-derived information received from the IRS.
Fixed Fees	Is 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)	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 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.

Term	Definition
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.
Hardware Service Charge	Charges intended to compensate Service Provider for security hardware purchases for a specific Customers' dedicated use.
Historically Underutilized Business(es)	Shall have the meaning given to such term by the Texas Comptroller of Public Accounts.
Cloud Compliance	The Service Provider activities to perform vulnerability and compliance testing against a designated cloud application service.
IIRIRA	Has the meaning given in Section 15.8(o) , Certifications, of the Agreement.
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 DIR and/or Customer productivity. Incident includes Security Incident as defined.
Incident Management	Means the activities associated with restoring normal service operation as quickly as possible and minimizing the adverse impact on business operations.
Incident Management Services	Means activities associated with Incident Management.
Incident Priority	Means the priority of a reported incident based upon the Severity Level.
Income Tax	Means any tax on or measured by the net income of a Party (including taxes on capital, 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.
Information Technology Infrastructure Library (ITIL)	Means a world-wide recognized best-practice framework for the management and delivery of IT services throughout their full life-cycle.
Infrastructure	Means the entire portfolio of Equipment, System Software, and Network components required for the integrated provision and operation of DIR and Customer's IT systems and Applications.

Term	Definition
Infrastructure as a Services (IaaS)	Is a service model that delivers outsourced computer infrastructure to support enterprise operations.
Initial Term	Has the meaning given in Section 3.1 , Term, of the Agreement.
In-Scope	Means those Services or resources that are the subject of Service Provider's obligations under the Agreement.
Interface(s)	Means Application interfaces that are supported by Service Provider in delivering services.
Integration	Means an agreed upon mechanism for two or more application or processes to exchange information
Interagency Agreement	Means an agreement, as authorized by Chapter 771, Texas Government Code, entered into between DIR and any Customer pursuant to which Services are provided to such Customer.
IRS	Means the Internal Revenue Service; a division of the U.S. Treasury Department responsible for collecting taxes.
IT Financial Management system (ITFM)	Has the meaning given in Appendix A , Chargeback and Reporting Services.
IT Service Management (ITSM)	Refers to 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.
Key Measurements	Means those Service Levels for which no Service Level Credit is payable, and are described in Attachment 3-B .
Key Service Provider Personnel	Has the meaning given in Section 8.1 , Key Service Provider Personnel, of the Agreement.
Laws	Means 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.
Level 1 Support	Means 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	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

Term	Definition
	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.
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 (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.
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.
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.
Materials	Means all configurations, formulae, algorithms, processes, process improvements, procedures, designs, concepts, methodologies, trade secrets, technology, Software (in both object and source code form), databases, specifications and all records thereof, including documentation, scripts, design documents and analyses, interface documentation, studies, tools, plans, models, flow charts, reports and drawings.
Measurement Window	Means the time during, or frequency by, which a Service Level shall be measured. The Measurement Window will exclude approved scheduled maintenance.
Milestone Deliverable	Has the meaning given in <u>Section 4.8(b)</u> of the Agreement.
Minimum Service Level	Means the minimum level of performance set forth in <u>Attachment 3-A</u> with respect to each Critical Service Level and Key Measurement.

Term	Definition
Minimum Service Level Default	Means the Service Provider's level of performance for a particular Critical Service Level fails to meet the applicable Minimum Service Level at any time.
Monthly Charges	Means the total Charges invoiced by Service Provider in any calendar month for Services (excluding Pass-Through Expenses, Out-of-Pocket Expenses and Service Taxes).
Monthly Business Days	Means Business Days in a given month.
Monthly Business Days Assigned	Means with respect to any month and any Service Provider Personnel, the number of Monthly Business Days that such Service Provider Personnel is assigned full time to the performance of Services.
Monthly Invoice	Has the meaning given in Section 12.1(a) of the Agreement.
Monthly Invoice Amount	Means Charges due and owing for the preceding month.
Monthly Productive Hours Worked	Means 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 Service Integrator	The Multi-Sourcing Integrator's role is to integrate and manage the services of the Service Component Providers and to provide service level management, service desk support, program management, business continuity, disaster recovery testing and planning, and financial management.
Multi-Supplier Environment	Has the meaning given in Section 9.15 of the Agreement.
N/N-1	Means 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 release prior to the above-described designated or approved Software version.
New Services	Means services requested by DIR, Customers, or required by applicable Laws (without limiting the obligation of the Parties under Section 15.11 of the Agreement) (i) that are materially different from the Services, (ii) that require materially different levels of effort or resources from Service Provider to provide the Services, and (iii) which are not required for Service Provider 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.

Term	Definition
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 DIR's reasonable discretion (in accordance with the Service Management Manual or other criteria agreed by the Parties, to the extent applicable).
Notice of Election	Has the meaning given in <u>Section 17.3(a)</u> of the Agreement.
One-Time Charges	Means any Charges that are specified by the Service Provider and which are non-recurring and are typically associated with start-up and implementation costs.
One-Time Deliverables	Means those Deliverables that are non-recurring that have associated Deliverable Credits payable to DIR in the event Service Provider fails to successfully and timely complete such Deliverables.
Onsite	Refers to physical presence at a location of Service delivery.
Operating Level Agreement (OLA)	Has the meaning given in <u>Section 4.1(a)(i)(4)</u> of the Agreement.
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	Has the meaning given in the recitals to the Agreement.
Pass-Through Expense(s)	Means the Service Provider expenses listed in <u>Exhibit 4</u> , Pricing and Financial Provisions, which DIR has agreed to pay directly or reimburse to Service Provider on an Out-of-Pocket Expenses basis.
Peer Group	Means tier one providers of services that are the same as or similar to the Services and that are matched to the defined Assessed environment.
Performance Category	Means a grouping of Critical Service Levels or Key Measurements as set forth in <u>Attachment 3-A</u> , Service Level Matrix. Critical Deliverables do not constitute a Performance Category.
Plan	Has the meaning given in <u>Section 13.3(i)(ii)</u> , DIR Personal Data, of the Agreement.
Policies and Procedures	Refer to mandatory guidelines identified or accepted by DIR for executing Managed Security Services related tasks and activities.
Pool Percentages Available for Allocation	Means a percent of the At-Risk Amount as indicated in <u>Attachment 3-A</u> , Service Level Matrix, on the Service Levels tab(s). Each Service Component will have its own Pool Percentage Available for Allocation.

Term	Definition
Portal	Means the content management web site hosted by the Multi-sourcing Service Integrator.
Privacy Laws	Means Laws relating to data privacy or data protection.
Problem	Means an underlying cause of one 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	Means the process of tracking and managing all problems arising in DIR and Customer’s IT environment, and resolving those problems arising from or related to the Services.
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(s)	Has the meaning given in <u>Section 4.9</u> of the Agreement.
Project Deliverable	Has the meaning given in <u>Section 4.9(d)</u> of the Agreement.
Proposal	Means the Respondent’s submitted response to the RFO.
Proposal Documents	All documents submitted or reference in conjunction with the Respondent’s submitted response to the RFO.
Protected Health Information (PHI)	Has the meaning given in <u>Section 13.3(i)</u> of the Agreement.
Public Information Act	Has the meaning given in <u>Section 13.1(b)(vii)</u> of the Agreement.
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.
Rate Card	Rate Card rates as documented in <u>Attachment 4-A</u> , Service Provider Pricing Forms.
Recovery Point Objective (RPO)	Reserved
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 Service Provider fails to successfully and timely complete such Deliverables.

Term	Definition
Refresh	Means the upgrading and/or replacing of Equipment and Software during the Term.
Refresh Cycle	Has the meaning given Attachment 4-B, Financial Responsibility Matrix.
Renewal Term	Has the meaning given in Section 3.1 of the Agreement.
Reports	Has the meaning given in Section 9.2(a) of the Agreement.
Request Management	Means the process of tracking and managing all requests from Authorized Users arising in DIR's and Customers' IT environment, and resolving those requests arising from or related to the Services.
Required Consent(s)	Means the consents (if any) required to be obtained: (i) to assign or transfer to Service Provider DIR licensed Third Party Materials, Third Party Contracts, Equipment Leases or Acquired Assets (including related warranties); (ii) to grant Service Provider 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 Customers and/or their designee(s) the right to use and/or access the Service Provider Owned Materials, Third Party Materials and Equipment acquired, operated, supported, used, or required to be used by Service Provider in connection with providing the Services; (iv) to assign or transfer to DIR, the Customers and/or their designee(s) any Developed Materials to the extent provided in the Agreement; (v) to assign or transfer to DIR, the Customers and/or their designee(s) Service Provider 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 Service Provider's provision of, and DIR's and the Customers' receipt and use of, the Services and Service Provider's performance of its obligations hereunder.
Resolution Time	Means the number of minutes 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 DIR or the applicable Authorized User in their reasonable discretion. Resolution may include the restoration of full service by workaround or other alternative means.
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 (RU)	Means a measurable device, unit of consumption, or other unit or resource utilization associated with the Services, as described in Exhibit

Term	Definition
	4 , Pricing and Financial Provisions, to the Agreement, that is used for purposes of calculating Charges.
Respondent	Means the company or the individual who is reading the document and submitting a response to this RFO.
Response	Has the meaning given in the recitals of the Agreement.
Response Time	Means the number of elapsed minutes between the time a Call is received and the time Service Provider responds to the Authorized User or other designated DIR contact to acknowledge and verify the problem.
RFO	Has the meaning given in the recitals of the Agreement.
Root Cause Analysis (RCA)	Means the formal process, specified in the Service Management Manual, to be used by Service Provider to diagnose the underlying cause of problems at the lowest reasonable level so that effective corrective action can be taken.
Rough Order of Magnitude	An estimate provided by the Service Provider prior to a final cost.
Sales Approach	Means the documented approach developed by the MSS Service Provider that describes how the subject Managed Security Services are branded and communicated, how stakeholder needs will be assessed, what outreach efforts will be deployed to help meet those needs, and how satisfaction with Managed Security Services will be measured and improved.
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 DIR's business. The Service Provider shall maintain Availability during such periods to the extent reasonably practicable.
Scheduled Event(s)	Refers to a planned activity that is to occur in the future and may impact system availability and can create a Scheduled Downtime.
Scheduled Operations	Means the period specified in the Service Management Manual during which Service Provider is obligated to provide problem resolution with respect to particular Services or Service components in accordance with the applicable Severity Level.
Security Alert	A notification that a specific attack has been directed to an organization's information systems.

Term	Definition
Security Design Review	Means an evaluation of network architecture, including its physical and logical topology, from a security perspective.
Security Event	Any observable occurrence in a network or system.
Security Incident	An event which results in the accidental or deliberate unauthorized access, loss disclosure, modification, disruption, or destruction of information or information resources.
Security Tool	Means any software or hardware component used to provide managed security services.
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 Authorized 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 Component	Means a single distinct area within the Statewide Technology Center Program which is represented with a Statement of Work. There are currently five (5) Service Components in existence providing Data Center Services. These existing Service Components (i.e., Mainframe, Server, Network, Data Center and Print-Mail) may be mentioned in this RFO. These five (5) are not within scope of this RFO. The scope of this RFO is to add new Service Component Provider(s) for Managed Security Services.
Service Component Provider	Means, collectively, all five (5) existing Service Providers (i.e. Server Component Provider, Network Component Provider, Print-Mail Component Provider, Data Center Component Provider, and Mainframe Component Provider) plus the providers that will be selected from this RFO. The MSI is not a Service Component Provider.
Service Continuity Management	Refer to 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 , Service Levels, to the Agreement.
Service Desk	Means 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.

Term	Definition
Service Level Credit Allocation Percentage	Means the percentage of the Allocation of Pool Percentage allocated to a Critical Service Level within a Performance Category.
Service Level Credits	Means 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 Invoice Amount	Means Charges due and owing for the preceding month.
Service Level Default	Means an Expected Service Level Default or Minimum Service Level Default as set forth in Exhibit 3 , Service Levels, to the Agreement.
Service Levels	Means, individually and collectively, the quantitative performance standards for the Services set forth in Exhibit 3 , Service Levels, to the Agreement.
Service Management Manual	Means the management procedures manual for the Services.
Service Proposal	Means a proposal in response to a MSS Solution Request and describes the Service Provider’s solution, pricing, team, schedule, and assumptions
Service Provider	Means the party to this Agreement.
Service Provider Agent	A Party acting on behalf of the Service Component Provider.
Service Provider Account Manager	Has the meaning given in Section 8.2 of the Agreement and shall describe the Service Provider representative responsible for both the day-to-day relationship with DIR and the Customers as well as the delivery of all Services to DIR and the Customers.
Service Provider Facilities	Means, individually and collectively, the facilities owned or leased by Service Provider (or its Affiliates or Subcontractors) from which Service Provider (or its Affiliates or Subcontractors) provides any Services.
Service Provider Laws	Has the meaning given in Section 15.12(d) of the Agreement.
Service Provider Owned Materials	Has the meaning given in Section 14.3(a) of the Agreement.
Service Provider Personnel	Means those employees, representatives, contractors, subcontractors, and agents of Service Provider and its Subcontractors.
Service Provider Site(s)	refers to a physical location belonging to the selected Service Providers,

Term	Definition
Service Provider-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)	Means 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.
Service Taxes	Means 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 Customers from Service Providers, excluding Income Taxes.
Services	Has the meaning given in Section 4.1(a) of the Agreement.
Severity Level	Means the categorization of a problem associated with the Services based on the potential impact of the problem to DIR and any Customer.
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.
Software Service Charge	Charges intended to compensate Service Provider for security software and software maintenance purchases for a specific Customers' dedicated use.
Solution Request or Request for Solution	Means a Service Request that requires development of a proposal for Customer approval to fulfill the request.
Solution Order	Refers to Customer's approval to execute a Project or Services defined by the Service Provider in their Service Proposal.
Specialized Services	Has the meaning given in Section 9.8 of the Agreement.
Specifications	Means, with respect to processes, Software, Equipment, Systems or other contract deliverables to be designed, developed, delivered, integrated, installed, and/or tested by Service Provider, the technical, design and/or functional specifications set forth in Third Party Vendor documentation, in a New Services or Project description requested and/or approved by DIR, or otherwise agreed upon in writing by the Parties.
Standard of Due Care	Means then-current accepted industry best practices for network and data security that are employed by members of the Peer Group.

Term	Definition
Standard Work Hours	Means, in any given month, one hundred and fifty (150) hours as used in the equation to determine FTP resources utilized.
Start Time	Means, 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 ticket is created for the same root cause, the Start Time shall be based on the earliest of the ticket creation times.
State	Means the State of Texas, unless expressly stated otherwise.
State Data Center(s)	Means the State data center in San Angelo, Texas, or Austin, Texas.
State Legislature	Means the governmental legislative body of the State.
STC Service Providers	Represents, collectively, and includes each of the Service Component Providers and the MSI.
Strategic Plan	Means the plans 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.
Stub Period	Represents year 1 of the contract and means the period commencing on the Effective Date and ending on the State's fiscal year end, August 31, 2018.
Subcontractors	Means subcontractors (of any tier) of Service Provider, including Affiliates and Subsidiaries of Service Provider and third parties performing Services under the Agreement pursuant to Section 9.11(c) of the Agreement. The list of the successful Respondent's Subcontractors will be set forth on Exhibit 21 to the Agreement.
Support Center	Means the Service Provider's facilities, associated technologies, and fully trained staff who respond to Calls, coordinate all Incident Management and Problem Management and Request Management activities, and act as a central point of contact for Authorized Users in regard to the Services.
System	Means 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

Term	Definition
	developed by or for DIR, the Customers or Service Provider during the Term.
Technology Evolution	Means 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 Service Provider to perform the Services more efficiently and effectively as well as enable DIR and the Customers to meet and support their operational requirements and strategies.
Technology Plan	Has the meaning given in Section 9.5(d) of the Agreement.
Term	Means the Initial Term and the Renewal Terms, if any, including any period during which Termination Assistance Services are provided by Service Provider under the Agreement.
Termination Assistance Services	Means (i) the Services (including the terminated, insourced, resourced or expired Services, the Services described in Section 4.6 of the Agreement, the Services described in Exhibit 23 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) Service Provider's cooperation with DIR, Customers and their designee(s) in the orderly transfer of the Services (or replacement or supplemental services) to DIR, the 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 Customers and/or their designee(s).
Termination Charge	Means the termination charges payable by DIR as set forth in Exhibit 4, Pricing and Financial Provisions , 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	Refers to the activities the current Service Provider undertakes to disentangle or either move or enable the move of Services to the Customer or a new Service Provider.

Term	Definition
Texas Cybersecurity Framework	DIR provided materials and tools that serve as a framework or baseline for agency security reporting requirements as per 1 TAC 202.
Texas Project Delivery Framework	Means the standardized framework identified by DIR for state and other government agencies to use to deliver projects.
Third Party	Means, whether or not capitalized, 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)	Means all agreements between third parties and DIR, any Customer, or Service Provider that have been or shall be used to provide the Services. Third Party Contracts shall also include all such agreements that are entered into by DIR, any Customer, or Service Provider during the Term.
Third Party Materials	Means Materials that are owned by Third Parties and provided under license or lease to Service Provider, DIR or any 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 Service Provider) and used in the performance of the Services. Third Party Materials shall also include all such programs and programming licensed and/or leased to DIR, any Customer or Service Provider during the Term.
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.
Unanticipated Change	Has the meaning given in Section 11.7 of the Agreement.
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.
Use	Means 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.
Wide Area Network (WAN)	Means 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.

Term	Definition
Work-In-Progress	Refers to work that has been initiated, but not completed.
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 Customers.