

MASTER SERVICES AGREEMENT

between

THE TEXAS EDUCATION AGENCY

and

THE VENDOR

MAY 6, 2011

EXHIBIT A.1

DEFINITIONS

1.0 INTRODUCTION

This Exhibit documents the definitions used to describe the Services to be provided to TEA by Vendor and associated measurable service levels (the “Service Levels”), and sets forth the mutual understanding of the Parties regarding the roles, deliverables, and responsibilities of TEA and Vendor, under the Master Services Agreement entered into by the Parties as of the Effective Date.

This Exhibit provides definitions and acronyms used in one or more of the associated Statements of Work.

2.0 DEFINITIONS

Term/Acronym	Definition
24x7x365	Means twenty-four (24) hours a day, seven (7) days a week, 365 days a year
Acceptance Criteria	Mutually agreed-on objective conditions between TEA and Vendor, which, if a certain deliverable or service meets such conditions, such deliverable or service will be accepted by TEA.
Account Executive (AE)	The Vendor employee providing a single point of authority and accountability for all Vendor Services.
ACD (Automatic Call Distribution System)	Vendor’ system used to automatically route incoming calls to the appropriate skilled Service Desk personnel
Actual Uptime	Is calculated as Scheduled Uptime minus Unscheduled Downtime
Ad Hoc Labor	Vendor resources required to provide additional Services not included in any SOW or in the Agreement
AHCs	Application Hosting Consultants
Alarms	Alerts from periodically polling servers and through unsolicited traps received from the remotely monitored devices.
Antivirus Software	Computer programs that attempt to identify, neutralize or eliminate malicious software.
Applications or Applications Software	Programs and other Software (including the supporting documentation, media, online help facilities and tutorials) that perform User- or business-related information processing functions
ARC	Additional Resource Charge
Architecture	The design, process, strategies, and specifications of the overall structure, logical components, and logical interrelationships of IT equipment and software, including system software, networks and other reasonably related conceptions.

Term/Acronym	Definition
Asset	One (1) complete physical unit. An Asset unit may be comprised of many component elements. Examples of Asset units are: monitor, printer, laptop, disk array. Examples of an Asset's component elements are: memory, cards, internal disk drives, and cables. Vendor' physical inventory service captures only the Asset unit level information, and does not include the capture of the Asset's component elements.
Authorized User	TEA employees or contractors or agents whom TEA designates to receive Services or access applications in accordance with the terms of the Agreement.
Availability	A measure of time that reflects the Actual Uptime expressed as a percentage of the Scheduled Uptime for a particular System, Application, Software, Equipment, Network or any other part of the Services (i.e., $\text{Availability \%} = ((\text{Actual Uptime})/(\text{Scheduled Uptime})) \times 100\%$).
Baseline	The level of Vendor resources or services required for Vendor to provide support following the commencement of Service delivery.
Business Day	Each Monday, Tuesday, Wednesday, Thursday, and Friday, excluding TEA holidays.
Business Hours	Vendor' usual business hours are Monday through Friday, 8 a.m. to 5 p.m. local time, for each supported location. Normal business hours at TEA sites may be adjusted as mutually agreed by TEA and Vendor to provide better coverage for TEA's local usual business hours. Vendor' SMCs and data centers are staffed 24 hours a day, seven days a week, 365 days a year (24x7x365).
Calls	Issues, questions, or requests submitted to the Service Desk from Authorized Users by telephone
Change Control	The mutually agreed-upon set of processes that support requesting, evaluating, gaining appropriate approvals, and documenting any changes in Services, service levels, pricing, LEA responsibilities, or Vendor responsibilities.
Change Management	The Change Management process is the set of standardized methods and procedures used to ensure the prompt and efficient handling of all Changes, in order to minimize the impact of Change-related Incidents on service quality, and consequently to improve the day-to-day operations of Vendor and LEA.
Change Request	A document (electronic or paper) containing a request for the addition, modification, or removal of approved, supported, or baseline hardware, network, software, application, environment, system, desktop build, or associated documentation.

Term/Acronym	Definition
Change Request Authorization(s)	The process and any related forms required to request and authorize changes requested by Authorized Users, where such changes are within the scope of the then existing Services.
CIRT	The Computer Incident Response Team is a specialized technical and procedural support team that provides guidance in defense against, containment of, and recovery from IT-based system incidents.
Configuration Management	The process of identifying and defining Configuration Items in a System, recording and reporting the status of Configuration Items and requests for change and verifying the completeness and correctness of Configuration Items.
Connectivity	The ability to access and exchange data, voice, and video electronic impulses between various Infrastructure components and with external sources as approved by TEA and provided to Authorized Users
Contacts	Problems, questions or requests submitted to the Service Desk from Authorized Users by telephone, electronically (through Web, chat, e-mail), or other means approved by TEA. Contacts shall include Calls.
Corrective Actions	Documented action(s) taken to eliminate the root cause(s) of a Nonconformance
CPU	Central Processing Unit
CT	Central Time
Database Management System (DBMS)	Software that controls the organization, storage, retrieval, security, and integrity of data in a database
Declared Disaster	"Declared Disaster" shall mean the declaration of a disaster where the joint LEA and Vendor determination is made to move computer processing workload to the recovery site. In the event that LEA and Vendor cannot agree that a Declared Disaster exists within the maximum period specified in the jointly approved emergency response procedures, authority to proclaim a Declared Disaster will reside solely with TEA.
Device	An Infrastructure Device or Client Device
Disaster	Any event that threatens or disrupts normal delivery of Services such that execution of LEA critical business processes is or may be prevented or severely impacted.
Disaster Recovery (DR)	The specific activities related to the continued provisioning of the Services and the restoration of normal operations, in the event of an unforeseen interruption. The Disaster Recovery Services include support and coordination with the Business Continuity Services.
Disaster Recovery Backups	Copies of data to be used during Disaster Recovery made according to a pre-defined schedule

Term/Acronym	Definition
Disaster Recovery Milestones	Means, with respect to a Disaster Recovery Plan, the milestones established to monitor progress against a schedule relating to such Disaster Recovery Plan
Disaster Recovery Plan	A plan describing the procedures to perform Disaster Recovery procedures with respect to the operations covered by such plan
Downtime	The aggregate duration of Outages for a particular System, Application, Software, Equipment, Network (as such terms are defined in the Agreement) or any other part of the Service during the applicable Scheduled Uptime during the applicable Measurement Window.
DRP	Disaster Recovery Plan
EAM Services	Enterprise Application Management Services
Knowledge Management System (EKMS)	A database that stores information used by the Service Desk to Resolve Incidents and Service Requests
Environment	Environment is the technology stack that may include hardware, system software, database software, functional software, and embedded environment management tools.
ESPS	Vendor Enterprise Security Policies and Procedures
Event	Any observable occurrence in the TEA SIS Hosting Environment.
EWO	Engineering Work Order
Facilities	Collectively, the LEA Facilities and Vendor Facilities subject to the Agreement.
Failure	Application failure is defined as the application functionality ceasing to perform as it was designed or intended to function by the vendor of the application.
Fix	A permanent solution to an Incident or Problem that restores full functionality within normal operating parameters.
FTP	File Transfer Protocol
Full Go-Live	The first date that all SIS systems are fully functional in production and all LEA applicable data for the first migrating LEAs has been converted to the new Environment as Accepted by the LEA.
GUI (graphical user interface)	Software that permits users to navigate in an application by clicking on icons or using drop-down menus.
Hardware	The in-scope hardware used to support delivery of Vendor Services to LEA.
HR	Human Resources
I/O	Input/output

Term/Acronym	Definition
ID	User Identifier that allows an Authorized User access to Assets and Services.
IMAC	The Services by which Vendor shall Install (connect), Move (relocate), Add (enhance), Change (modify) a physical unit, software configuration, or logical configuration. The Service Desk manages IMAC requests.
Implementation	The period of time and activities required to take a new system change (Implementation/project) from deployment planning, through deployment to a steady-state of support for the initial Environment in each geography.
Incident	Any event that is a deviation from the standard operation of a Service and that causes, or may cause, an interruption to, or a reduction in, the quality of that Service. May be Resolved by the Service Desk, dispatched, or escalated. Without limiting the foregoing, with respect to networks, "Incident" means an adverse security event in a network environment or the threat of the occurrence of such a security event.
Incident Management	The process to be used to restore Services to normal service operation as quickly as possible and minimize the adverse impact on the operation of a Business Unit. For purposes of defining the term "Incident Management," "normal service operation" means service operation in a manner that meets or exceeds the Service Levels and the other requirements of the Agreement.
Infrastructure	The entire portfolio of equipment, systems, software, and network components required for the integrated provision and operation of the SSIS Applications.
Infrastructure Device	Servers (including application servers), network-attached storage, network-attached printers, network-attached scanners, network attached fax machines and all other equipment necessary to provide Infrastructure Services, but excluding Client Devices.
In-scope	Provided or supported by Vendor under the Agreement and any Authorization Letters.
In-scope Assets	Assets that Vendor will track in the Vendor asset management database
In-scope Software	Software in the Vendor environment that is needed to provide the Services as defined in the SOWs

Term/Acronym	Definition
Install	The Services consisting of unpacking, assembling, installing, and providing connectivity and operability of Hardware. Install consists of adding Hardware and/or Software to the environment, connecting to the appropriate network(s), and verifying applicable high-level working conditions of the Hardware and/or Software. The Install service assumes that the specific location is pre-wired for the network connectivity. If the location is not pre-wired for the Hardware, then the Install will be postponed until TEA has provided the wiring. During Install, the Hardware/Software is logged and the asset tagged by Vendor, when applicable.
Install Script	A script that automates the installation of an application, application component or patch.
Internet Protocol (IP) Addressing	The following two types of IP addresses are supported in the Services: Publicly registered addresses (addresses assigned by the InterNIC). Publicly registered addresses are the norm and pose no integration conflicts. Private addresses , which start with 10, 172 16–31, 192 168 000–256. Private addresses that are unique to the Vendor network also can be readily integrated for management purposes. However, private addresses that duplicate existing addresses, within the Vendor network or within other networked clients, require additional measures.
IPSec	A suite of protocols for securing Internet Protocol (IP) communications by authenticating and/or encrypting each IP packet in a data stream
IT	Information Technology.
ITIL	Information Technology Infrastructure Library: The approach to IT service management that provides a cohesive set of best practices, drawn from the public and private sectors internationally, and is supported by a comprehensive qualifications scheme, accredited training organizations and implementation and assessment tools. The best practice processes are promoted in ITIL support and supported by the British Standards Institution's standard for IT Service Management (BS15000) and ISO 20000.
Key Measures	Key Measures are the Service Performance Indicators described in Exhibit A-6. Key Measures do not have Service Levels attributed to them, and are used to gain insight into the strengths and weaknesses of Vendor Service delivery, enabling appropriate improvements to be made when needed.
LEC (Local exchange carrier)	A public telephone company in the United States that provides local telephone services

Term/Acronym	Definition
Level 1 Support	TEA-provided support that is provided as the entry point for inquiries or problem reports from Authorized Users. If Level 1 Support personnel cannot Resolve the inquiry or problem, the inquiry or problem is directed to the appropriate Vendor Service Desk, which will provide Level 2 Support to answer the inquiry or Resolve the problem.
Level 2 Support	Vendor-provided support to TEA, upon the inability of TEA Level 1 support to close out an inquiry or Problem. If Level 2 Support personnel cannot Resolve the inquiry or problem, the inquiry or problem is directed to the appropriate Level 3 Support personnel or third party for Resolution.
Level 3 Support	Support provided by Vendor or the Vendor Subcontractor most knowledgeable about the underlying Problem or question, which is used when efforts to Resolve the Problem or question by Level 1 Support and Level 2 Support have failed or are bypassed.
Local Area Network (LAN)	A high-volume data transmission facility consisting of switches, hubs, and possibly premise routers, connecting several communicating devices, for example, computers, printers, and so forth, within a single room, building, or campus
Local Education Agency (LEA)	A local-level entity served by TEA that subscribes to the SSIS.
MAC(s)	The Services by which Vendor shall Move (relocate), Add (enhance), Change (modify) a physical unit, software configuration, or logical configuration. See IMAC
Maintenance Window	An agreed scheduled outage in which Vendor is able to apply needed maintenance to the TEA Environment
Managed Firewall	A solution for providing security for an intranet through security administration and operation; compliance and Incident Management; backup and restore; and security monitoring
Minor Enhancements	Those types of enhancements that will have work estimates of less than or equal to 40 hours of effort by Vendor and are not considered to be functional extensions of the SIS application.
Minor Upgrade	An application release primarily representing an increase in stability but may also contain minor changes in functions.
MNS	The Managed Network Services provided by Vendor as part of the Services.

Term/Acronym	Definition
Move	The Vendor Services consisting of physically removing Hardware at one location and installing that Hardware at another location. Removal of Hardware consists of disconnecting the system components, such as electrical and network connectivity cords, and preparing equipment for packaging and transport. . A Move covers physical moves only, and does not include logical moves. Plans, execution, and costs for transport of authorized products from the original location to the Install location are not included in the standard Move service.
Network	Means, individually and collectively, the Transport services, WAN, LAN, Standard Voice Network and Conferencing Network used in connection with, and/or to provide or receive, the Services.
Network Availability	The total number of minutes in a billing month during which a specific network route and local access are available to the applicable TEA Business Units to exchange data between the TEA LEAs and the Vendor environments, divided by the total number of minutes in a billing month.
Network Components	The telecommunications equipment consisting of: routers, switches, hubs, load balancers, equipment racks, cabling, and related components to support the network infrastructure
Network Design	The engineering effort required to architect a suitable network topology for the specific deliverables related to Wide Area Network and Local Area Network infrastructure. This generally relates to equipment configurations, carrier circuit sizing and topology, firewall security policy, load balancing, IP addressing, switching, access control, internal cabling/wiring, delivery staffing, and ongoing management and maintenance as defined by Vendor' MCSP design and delivery standards.
Non-standard Software	Any Software package not expressly required to be supported by Vendor under the Agreement.
Notification Lead Time	The interval between the submission of a change request and the agreed start of the change implementation.
Operating System	The Software control program in a central processing unit (CPU) that provides the interface to the CPU and its associated Equipment, and the usage and allocation of memory resources, processor resources, input/output resources and security resources.
OS	Operating system

Term/Acronym	Definition
Outage	Any time during which a particular System, Application, Software, Equipment, Network or any other part of the Services is not available for use by TEA, a Business Unit or other Authorized Users or is degraded (not operating at an optimal level). The period of Outage shall be measured from the earliest point in time that such Outage is or reasonably should be detected by Vendor through Vendor monitoring systems, TEA, or third-party reports, personal observation of Vendor Personnel or other means, but in any event no later than the time the Outage actually occurred.
PC(s)	Personal Computer(s)
Power User	"Power User" within the context the SOW is a privileged user who has a high level of access to the entirety of a system. This definition is distinct from the concept of LEA-designated Super Users who will provide a focal point for user service requests with the intent of screening and resolving as many of those as possible before forwarding requests to the Vendor Level 2 Service Desk.
Previous Version (of a hardware device, desktop or server operating system or software)	The most recent version of the device or software released by the vendor prior to the version defined by Vendor as current
Problem	An unknown underlying cause of one or more Incidents
Problem Management	The process employed by Vendor to minimize the adverse impact of Incidents and Problems on Authorized Users that are caused by errors within the IT Infrastructure and to prevent recurrence of Incidents and Problems related to these errors. Vendor, with LEA's cooperation, will identify and address the root cause of Incidents and then initiate actions to improve or correct the situation. The Problem Management process will have both reactive and proactive aspects. The reactive aspect will Resolve Problems that cause one or more Incidents or Problems. Proactive Problem Management will identify and solve Problems and known errors before Incidents occur in the first place.
Provider(s)	The Vendor business partner(s), hereinafter collectively referred to as Provider(s), from whom Vendor desires to obtain certain services or products under the terms and conditions of Agreement.
Recovery Time Objective (RTO)	The elapsed time required to restore target data (a file, collection of files, or image) from the selected protection source to original or alternative target host/storage device after initial recognition and declaration by Vendor and TEA of data loss or corruption.

Term/Acronym	Definition
Refresh	The Upgrading and/or replacing of Equipment and Software by Vendor during the Term (and during any Termination Assistance Services period, as requested by LEA)
Release Management	The planning, design, build, configuration, and testing of Equipment and Software to create a set of release components for a live environment in accordance with the Change Management Procedures. Release Management will also consist of the planning, preparation and scheduling of a release to many Authorized Users and locations. Release Management will use a holistic view of a change to an IT service and validate that all aspects of a release, both technical and non-technical, are considered together.
Request (Service)	TEA/User action asking for or inquiring about a Service. There are three types of Requests: IMAC, Incident, and Service.
Request Management	Business process used as the single point of initiation and closure for a client-initiated request that receives, validates, types, and documents all requests appropriately and verifies client satisfaction with the service provided.
Resolution	The diagnosis and repair or replacement of failed components and/or adjustments necessary to return equipment to operational status according to Original Equipment Manufacturer (OEM) standards. Resolution Time refers to the elapsed time, in business hours or fractions thereof, between the receipt of a request by the provider and the return of the equipment to operational status according to OEM standards.
Resolution Time	The elapsed time between actual recording of fault or problem and the time that regular service is restored, adjusted where applicable for any Suspended Time.
Resolve, Resolved or Resolution	(i) With respect to a Problem or Incident, that a Workaround or Fix with respect to such Problem or Incident has been implemented by Vendor and accepted by TEA, and (ii) with respect to a service request, that such service request has been performed by Vendor and accepted by TEA.
Response	The initial contact between Provider and TEA, whether by telephone response or in-person/on-site response, during which the service request is validated, local or remote diagnostics are performed, and/or TEA is advised that a technician has been dispatched.
Response Time	Response time is the elapsed time, in business hours or fractions thereof, between the receipt of a Request by the Provider and Response by the Provider.
Root Cause Analysis (RCA)	The process used to identify the underlying cause for a Failure or other nonconformity and the necessary Corrective Actions

Term/Acronym	Definition
Scheduled Server Downtime	The aggregate number of hours in the relevant month that the servers were scheduled to be unavailable to Users as agreed by the Parties and including the regular Maintenance Windows.
Scheduled Server Uptime	The aggregate number of hours in the relevant month less any Scheduled Server Downtime.
Scheduled Uptime	The sum of the time periods within a specified measurement period when a Server is committed to be available. Scheduled Uptime is measured by reference to the period commencing on the committed start and ending on the committed stop time for a Server, excluding Scheduled Server Downtime. Committed start and stop times for each Server are maintained and documented in the Operations Manual.
Server	Any computer that provides shared processing or resources (for example, printer, fax, Application processing, database, mail, proxy, firewalls and backup capabilities) to Authorized Users or other computers over the Network. A Server includes associated peripherals (such as 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. Unless otherwise specifically stated in a governing SOW, all references to "server" or "servers" are limited to in-scope Servers used to support the TEA SIS application environment within the Vendor SMCs.
Service Desk	The Facilities, associated technologies, and fully trained staff who respond to Contacts, coordinate all Incident Management, Problem Management, and Request Management activities and act as a single point of contact for Authorized Users in regard to all Incidents, services and requests.
Service Interruption	Any temporary Outage that results in the inability of TEA or an Authorized User to perform computing operations or to receive a Service
Service Level(s)	The measures of performance at which the Services are targeted. Service levels are measured using various calculations based on the type of service being provided, such as "Average Speed to Answer" for picking up a call at the Service Desk
Service Request	The formal work authority (or ticket) initiated by the request management center and transmitted to provider.
Services (also "Vendor Services")	One or more Services required to be provided by Vendor under the Agreement
Severity Level	A categorization of the impact of an identified Problem. .

Term/Acronym	Definition
Severity Level 1 – Critical Impact	An Incident causing a complete interruption or extreme degradation of Vendor Services to TEA, to TEA's environment, or business operation. Those affected cannot operate in an automated fashion until service is restored.
Severity Level 2 – Major Impact	An Incident causing a significant interruption or degradation of Vendor Service to TEA, to TEA's environment, or business operation, even if there is an automated means that mitigates the effect of the Incident.
Severity Level 3 – Moderate Impact	An Incident causing a moderate interruption or degradation of Vendor Service to TEA, to TEA's environment, or business operation. While immediate impact is moderate, the risk for increased impact may be apparent. The Incident is categorized as Severity 3 even if there is an automated or manual contingency plan that allows those affected to achieve a level approaching normal service delivery during the event.
Severity Level 4 – Minor Impact	An Incident causing a minimal interruption or degradation of an Vendor Service to TEA, to TEA's environment, or business operation. (includes single User issues). An automated or manual contingency plan may be available.
Severity Level 5 – No Current Impact	An Incident that does not affect normal Vendor Service to TEA, to TEA's environment, or business operation. Includes issues with the potential to cause impact if not proactively addressed, and those that began as a higher severity due to Potential Impact but were Resolved prior to causing actual impact.
SOW	Statement of Work
SPOC	Single point of contact
Standard Products	Minimum End User Compute Equipment and Software requirements and/or specific EUC Equipment and Software that TEA designates from time to time as being in standard use within TEA.
Storage	The hardware and software configuration used to store and manage data electronically. This may consist of tape, optical disk, and disk.
Super User	<p>A TEA User who will provide a focal point for User service requests with the intent of screening and resolving as many of those as possible before forwarding requests to the Vendor Level 2 Service Desk.</p> <p>A Super User is someone who understands the SIS configuration for each business process implemented for each local education agency (LEA).</p>

Term/Acronym	Definition
System Copies	A copy of a development, test, or production SIS system(s) within the same Environment. The purpose of a system copy is to create test, demo, training, or additional standby instances.
System Software	Those programs and Software, including documentation and Materials, that perform tasks basic to the functioning of the computer Equipment, or which are required to operate the Applications, or otherwise support the provision of Services by Vendor. System Software consists of Operating System, systems utilities and any other Software not designated as Applications.
Technology Refresh	The process by which Services are kept current through changes in hardware and software technology
Test Platform	End-User devices (e.g. PCs) with a minimum required specification that will enable the successful End User testing of a system.
Time and Materials (T&M)	Services rendered on an hourly basis. T&M charges consist of charges for labor and necessary replacement parts. T&M charges are based on the applicable Labor Rate Category specified in Pricing .
Transition	The Services and other activities required to plan and transition an LEA into the SIS Environment after the initial Implementation.
UNIX	IBM operating system for data center hardware and applications
Unscheduled Downtime	The sum of the periods when a Server is unavailable due to an Outage
UPS	Uninterruptible Power Supply system
Uptime	The time that a particular System, Application, Software, Equipment, Network or any other part of the Services is actually available during a Measurement Window, calculated by subtracting Downtime from Scheduled Uptime
User (also End User)	A person identified by TEA as receiving Services and as such has a User ID that identifies him or her in the system as a User
User Administration	The processes involved in the creation and management of User capabilities
Vendor Personnel	Employees or agents of Vendor engaged in the delivery of Services to LEAs.
VPN (Virtual Private Network)	A private data network that makes use of the public telecommunication infrastructure, maintaining privacy through the use of a tunneling protocol and security procedures.

Term/Acronym	Definition
Vulnerability	A security weakness that creates an opportunity for exploitation by threats, such as viruses and hackers
Warranty	The period of time as defined by an OEM during which remedial maintenance or support is provided to TEA at no additional charge. The OEM reimburses Provider for parts and labor. Provider may offer enhancements to standard Warranty Response and Resolution (Warranty Uplift).
Workstation	The office, engineering or plant floor computers, including desktop, laptop, UNIX workstations and fixed terminals, and related Software and peripherals, including networked print devices (i) owned or leased by TEA or Vendor and (ii) used by either Vendor or Authorized Users in conjunction with the Services.