

This is Schedule 24 (Enhanced Dispute Resolution Procedures) to the Comprehensive Infrastructure Agreement between the Commonwealth and Vendor. Unless otherwise expressly defined herein, the capitalized terms used herein shall have the meaning assigned to them in the Agreement.

Issues Management Process

1. The Parties will first work together in good faith to resolve any issues using the issues management process. The Parties will implement and follow a regular and routine issues management process for documenting and articulating issues, assigning ownership, identifying priority level, and determining timetables for resolution. The Parties may further document the agreed issues management process in accordance with Section 27.5 of the Agreement.
2. The Parties will participate in the issues management process, including using the tools and forms agreed to by the Parties. Vendor will maintain a log of issues containing the detail listed below (and any other information as the Parties may agree) throughout the Term of the Agreement.
 - A. control number and date of the issue
 - B. name of the agency and site involved
 - C. brief description of the issue
 - D. current status of the issue
3. If either Party determines that any issue has not been resolved through the regular and routine issues management process within a reasonable timeframe from the time the issue was first logged, that Party may initiate the expedited dispute resolution procedures below.

Expedited Dispute Resolution Procedures

4. Either Party may invoke these expedited dispute resolution procedures. The Party invoking these expedited dispute resolution procedures will send an agenda request to the other Party's Contract Manager for the standing meeting described in next paragraph.
5. The Parties will dedicate a time for and participate in a weekly standing meeting reserved for discussion of any issues that are not resolved by the issues management process. The attendees will include each organization's Contracts Manager, Financial Manager and technical representatives as required. Vendor will publish the agenda two days prior to the meeting in order to give all attendees sufficient time to prepare. Any decisions will be documented and serve as precedents for future issues. In the event there are no issues to discuss, the meeting will be cancelled. Issues that are not resolved within fifteen business days of the standing meeting will be immediately referred to the Parties' Relationship Managers.
6. The Relationship Managers will meet within ten business days of referral of the issue to them from the weekly standing meeting. Any decisions will be documented and serve as precedents for future issues. If the Relationship Managers are not able to resolve the issue within five business days of their meeting, the matter will be immediately escalated to Vendor's General Manager and the Commonwealth's Secretary of Technology.
7. Vendor's General Manager and the Commonwealth's Secretary of Technology will meet within ten business days of referral of the issue to them from the Relationship Managers. Any

decisions will be documented and serve as precedents for future issues. If Vendor's General Manager and the Commonwealth's Secretary of Technology are not able to resolve the issue within ten business days of their meeting, the matter will be escalated to expedited non-binding mediation.

Expedited Non-Binding Mediation

8. Either Party may initiate expedited non-binding mediation by giving written notice to the other Party in accordance with Section 27.4 of the Agreement requesting the selection of a qualified mediator.
9. The mediator shall meet with the Relationship Managers within ten (10) business days of his/her selection to review their attempts to resolve the issue and to explore possible mechanisms to facilitate a successful mediation process, such as availability of a technical advisor, and procedures to be used in mediation.
 - A. Except to the extent alternate schedules are agreed between the Parties, the mediator shall proceed in an expedited manner with the objective that the mediation occur not later than sixty (60) calendar days after the initial notice requesting mediation. This process shall be obligatory for both Parties.
10. To the extent feasible, mediation will occur on consecutive days and shall not extend more than five days. Unless otherwise agreed by the Parties, the mediation shall be held within the Richmond, Virginia metropolitan area.
11. The mediation sessions shall be in a manner consistent with the Virginia Administrative Dispute Resolution Act, Va. Code §§2.2-4115, et seq. and the mediation sessions and related communications shall be confidential to the extent provided by Va. Code §2.2-4119.
12. Each Party shall attend the mediation with a business representative with full authority to resolve the issue to the extent feasible, and the Parties may be assisted by a representative of the Party's legal department.
13. The cost of the mediator shall be borne equally by the Parties.
14. Should non-binding mediation not resolve the issue, each Party shall have the right to commence any legal action, or proceeding as permitted by law in accordance with Sections 24.1.3 and 24.4 of the Agreement.