

EXHIBIT X to Amendment No. 60
SCHEDULE 3.12 TO THE COMPREHENSIVE INFRASTRUCTURE AGREEMENT
SERVICE LEVEL METHODOLOGY

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This Schedule is Schedule 3.12 to the Comprehensive Infrastructure Agreement between the Commonwealth and Vendor (the "Agreement"). This Schedule sets forth the Service Level methodology that applies to the Service Levels against which Vendor's performance of the Services shall be measured. Subject to the applicable Statement of Work, this methodology is applicable to all Towers and Service Levels, even those that are subject to Per Event Penalties.

I. DEFINITIONS.

Unless otherwise expressly defined herein, the capitalized terms used herein shall have the meaning assigned to them in the Appendix 11 (SOW Definitions) to Schedule 3.3 or the Agreement.

"Allocation Percentage" means, for a particular Service Level, the percentage used to calculate the Performance Credit payable to VITA in the event of a Service Level Failure with respect to that Service Level. The Allocation Percentage for each Service Level not subject to a Per Event Penalty will initially be the same and shall be calculated by dividing the At Risk Pool by the total number of Service Levels not subject to a Per Event Penalty; provided, however, in no event will any Allocation Percentage be less than five percent 5% or exceed twenty percent (20%).

"At Risk Amount" means, for any month during the Term, ten percent (10%) of the monthly Fees (minus the pass through for Managed Employee costs and minus the monthly Fees for the Data Network Services and Voice and Video Telecom Services, which are subject to Per Event Penalties, and minus the Industrial Funding Adjustment and minus the non-recurring Fees charged in accordance with Sections 5.5.1, 5.5.2 and 5.5.4 of Schedule 10.1).

"Critical" means with respect to the application of all Service Levels, a Service or System that is receiving Disaster Recovery Services during the measurement period, whether such term is capitalized or not.

"Per Event Penalties" means penalties for discrete Service Level Failures as documented in the Data Network Services and Voice and Video Telecom Services Statements of Work; the sum of which shall not exceed the Per Event Penalty Pool. As a result of Amendment No. 60, the Per Event Penalties were raised 15% from the penalties specified at the Effective Date and are reflected in Schedule 3.3.

"Per Event Penalty Pool" means, for any month during the Term, ten percent (10%) of the monthly Fees associated with the Data Network Services and Voice and Video Network Services minus the applicable Industrial Funding Adjustment.

"At Risk Pool" means two hundred percent (200%).

"Minimum Performance Level" means the desired level of performance for each given Service Level over the measurement period specified by the Service Level.

"Service Level Failure(s)" means whenever Vendor's actual level of performance for a particular Service Level is worse than the Minimum Performance Level for that Service Level

over the measurement period specified by the Service Level subject to the exclusions identified in Section II.

II. METHODOLOGY.

A. MONITORING; ROOT CAUSE ANALYSIS.

1. Monitoring. Vendor shall implement measurement and monitoring tools and produce the metrics and reports necessary to measure its performance against the Service Levels. Upon request in connection with an audit pursuant to Section 18 of the Agreement, and at no additional charge to the Commonwealth, Vendor shall provide VITA or its designees with information and access to tools and procedures used to produce such metrics.

2. Reports. Vendor shall report to VITA Vendor's performance of the Services against each Service Level on a monthly basis along with detailed supporting information. On or before the tenth (10th) business day of each month, Vendor shall provide VITA with reports (and supporting data) identifying for the preceding month: (i) Vendor's performance with respect to each Service Level, (ii) any exclusions described in subsection 4 below, (iii) all Service Level Failures, (iv) any Performance Credits to which the Commonwealth becomes entitled, and (v) any Earn Back Credits described in Section II(C)(2) below. VITA must submit any objections in writing to the monthly report to Vendor's Contract Manager not later than ten (10) business days after Vendor has submitted such report, or the report will be deemed finalized. Any objections must be specific, explain in detail the objection, and be resolved in accordance with Section 24 of the Agreement. The raw data and detailed supporting information shall be Commonwealth Data.

3. Root Cause Analysis. Vendor shall promptly investigate and correct Service Level Failures in accordance with the procedures for Root Cause Analysis set forth in Section 3.13 of the Agreement and the applicable Statements of Work.

4. Exclusions to Calculations of Service Level Failures: The following events will be excluded from the calculation as to whether Vendor's actual performance meets an applicable Service Level provided that Vendor monitors, tracks and reports such events to enable the Commonwealth to verify Vendor's conclusion that such event constitutes an exclusion. Vendor must include the exact date, time, location and reason for exclusion for all such excluded events in its monthly Service Level reporting in accordance with subsection 2 above. If it is subsequently determined either by mutual agreement of the Parties or through the Disputes Resolution Process that Vendor improperly excluded an event, then the calculations regarding Vendor's actual performance for the affected month(s) shall be recomputed including such events. Vendor's exclusion of such events shall not diminish or limit either Party's rights or obligations under the Agreement.

Excluded events:

- (i) Events that are directly attributable to a facility or environmental failure pertaining to electrical power, agency-owned cabling, HVAC, flood or fire protection systems, or alternate or backup power supply, which is the responsibility of the Commonwealth;

- (ii) Events that are directly attributable to a scheduled outage or other planned event documented in accordance with the Procedures Manual, the change control procedures, or other method agreed by the Parties;
- (iii) Events that are directly attributable to a device or service that, at the time of the failure, is not transformed (e.g., “legacy” equipment or “legacy” service);
- (iv) Events that are directly attributable to a Force Majeure Event;
- (v) Events that are directly attributable to changes made to the environment by the Commonwealth, End User, or Eligible Customer, or their employees, agents or subcontractors, that were not communicated to Vendor or documented or performed in accordance with agreed methods;
- (vi) Events that are directly attributable to IT tasks, functions, activities or products that the Parties have previously agreed are outside the scope of Vendor’s responsibilities for the Services or Systems;
- (vii) Events that affect only Vendor’s internal infrastructure unless the event impacts a Service (e.g., an outage on Vendor’s messaging server results in an outage of the messaging service)
- (viii) Single events related to Service Levels where the total number of events measured for such Service Level is low enough that the single incident triggers a Service Level Failure. For each Service Level, in no event shall two such events in one month be identified as exclusions. Any Service Levels subject to such an exclusion are identified by a ++ in the applicable Statements of Work.

B. SUCCESSIVE SERVICE LEVEL FAILURES.

If a Service Level Failure with respect to a given Service Level recurs in consecutive months, the amount of the applicable Performance Credit payable to VITA shall be multiplied by the following factors for subsequent months: (i) Service Level Failure in two consecutive months, then 1.5 times the amount of the Performance Credit as calculated in accordance with Section II(C)(1); and (ii) Service Level Failure in three or more consecutive months, then 2 times the amount of the Performance Credit as calculated in accordance with Section II(C)(1). Such Performance Credit for any given Service Level is subject to Section II(C) below and shall only be increased as described above, and such increase shall be payable for all successive consecutive Service Level Failures with respect to such Service Level.

C. PERFORMANCE MEASUREMENT CREDITS.

1. Calculating Performance Credits.

(a) Service Levels Not Subject to Per Event Penalties: For each Service Level Failure, Vendor shall pay or credit to VITA a Performance Credit that will be computed by multiplying (a) the Allocation Percentage for such Service Level by (b) the At Risk Amount and increase the product by 15%. For example, assume for purposes of illustration only, that Vendor fails to meet a Service Level with an Allocation Percentage of 20% and the At Risk Amount is \$1,000,000. The Performance Credit due to VITA for such Service Level Failure would be:
 $20\% \times \$1,000,000 = \$200,000 \times 1.15 = \$230,000.$

(b) Service Levels Subject to Per Event Penalties: For each Service Level Failure, Vendor shall pay or credit to VITA a Performance Credit equal to the amount specified for such failure in the applicable Statement of Work.

2. Earn Back Credits.

If, during the two (2) months immediately following a Service Level Failure, Vendor's actual performance in each such month is equal to or greater than the Minimum Performance Level for such Service Level, then Vendor shall have earned a credit ("Earn Back Credit") equal to the amount of the Performance Credit payable by Vendor in accordance with Sections II(C)(1) and II(B) for the Service Level Failure with respect to that Service Level. In no event shall Vendor's total Earn Back Credit(s) exceed the amount of the Performance Credit.

3. Several Service Level Failures. Subject to Section II(C)(4), if more than one Service Level Failure with respect to Service Levels has occurred in a single month, the sum of the corresponding Performance Credits shall be credited or paid to VITA, subject to Section II(C)(2), unless such Service Level Failures are due to the same root cause in which case Performance Credits shall only apply to the Service Level associated with the root cause.

4. Cap. In no event shall the aggregate amount of Performance Credits credited or paid to VITA with respect to all Service Level Failures occurring in a single month exceed the At Risk Amount or the Per Event Penalty Pool, as applicable.

5. Payment/Credit of Performance Credits. At the beginning of each Contract Quarter, Vendor shall itemize the total amount of Performance Credits it is obligated to pay or credit to VITA with respect to Service Level Failures occurring during the preceding Contract Quarter and any Earn Back Credits earned by Vendor during such preceding Contract Quarter on the invoice that contains charges for the last month of the applicable Contract Quarter. For any Contract Quarter in which Performance Credits exceed Earn Back Credits, Vendor shall, at VITA's option, either: (i) place the total amount of such Performance Credits related to a given Contract Quarter into a pool of credits for future use by the Commonwealth against invoices for future Services; or (ii) credit the total amount of such Performance Credits related to a given month on the invoice that contains charges for such month. Upon termination or expiration of the Term, Vendor shall pay to VITA the amount of any Performance Credits, minus any applicable Earn Back Credits, not so paid or credited to VITA's account or any unused portion of such Performance Credits.

6. Non-Exclusive Remedy. Vendor acknowledges and agrees that the Performance Credits shall not be deemed or construed to be liquidated damages or a sole and exclusive remedy or in lieu of any other rights and remedies the Commonwealth has under the Agreement, at law or in equity.

D. CHANGES TO PERFORMANCE MEASUREMENTS.

1. Changes to Allocation Percentages. Not more than once every six months, the Commonwealth may make changes to the Allocation Percentage for any Service Level by sending written notice to Vendor at least sixty (60) days prior to the date that such new percentages are to be effective. With respect to the addition of Service Levels, the Commonwealth shall modify the Allocation Percentages for the Service Levels such that the sum

of the Allocation Percentages for all Service Levels does not exceed the At Risk Pool and in no event will any individual Allocation Percentage be less than 5% or exceed 20%. Until the Commonwealth makes such modifications to the Allocation Percentages, the Allocation Percentage(s) for any added Service Level(s) shall be equal to the greater of (i) the unallocated portion of the At Risk Pool, evenly distributed amongst all of the added Service Levels or (ii) zero.

2. Additions. The Parties may agree, in accordance with Section 27.5 of the Agreement, to add Service Levels. The Commonwealth may request to add Service Levels by sending written notice to Vendor. After six (6) months of measurements have been taken in order to develop a baseline of performance, the new Service Level shall be determined. The Minimum Performance Level for such additional Service Level shall not be 100% and the Allocation Percentage for any Service Level shall not be less than 5% or exceed 20%, unless mutually agreed pursuant to Section 27.5 of the Agreement. If the Commonwealth requests that a Service Level eliminated pursuant to Amendment No. 60 be restored and prior performance data is available, then the addition of the requested Service Level will not require the six month window of observation to establish the baseline of performance. Implementation of such restored Service Levels will occur following the appropriate amendment of the Agreement, but in no event later than sixty days following the request.

3. Deletions. The Commonwealth may delete Service Levels by sending written notice to Vendor at least thirty (30) days prior to the date that such deletions are to be effective; provided, however, after such deletions, the Allocation Percentage for any Service Level shall not be less than 5% or exceed 20%.

E. CONTINUOUS IMPROVEMENT

During the Term of the Agreement in accordance with this Section, the Parties agree that Vendor shall exercise every reasonable effort to continuously improve the Service Levels, excluding the Service Levels subject to Per Event Penalties. Beginning two years after the execution of Amendment No. 60 and on each annual anniversary thereof, the Parties may agree pursuant to Section 27.5 of the Agreement to adjust the Minimum Performance Level for any Service Level.

F. PROCESS ENHANCEMENTS.

1. General Operational Performance Standards. For Service Levels eliminated pursuant to Amendment No. 60, the Parties shall jointly determine general performance standards to establish common operational expectations. Vendor has no requirement to track, measure or report on such general operational performance standards.

2. Informational Reporting. Upon execution of Amendment No. 60, Vendor will provide on a monthly basis, after the reports described in Section II(A)(2) are finalized, PowerPoint slides in .pdf format showing the agency-specific metrics listed below for the previous month. These reports are for informational purposes and shall not affect the contractual rights of the Parties. Different formats or additional enhancements or metrics must be agreed by the Parties and added in accordance with Section 27.5 of the Agreement.

- Cross Functional - Incident Resolution

Priority 1 - CESC and SWESC Data Center Locations
Priority 2 - CESC and SWESC Data Center Locations
Priority 3 - CESC and SWESC Data Center Locations
Priority 1 - Other Locations
Priority 2 - Other Locations
Priority 3 - Other Locations

- Mainframe and Server – General System Availability
Mainframe (OS Class 1, IBM, Unisys)
Production Server Instances

- Data Network – Network Availability
WAN Connectivity – Large Locations (i.e., > 500 active ports)
WAN Connectivity – Medium Locations (51-500 ports) and critical Small Locations (\leq 50 active ports)
WAN Connectivity – Small Locations (\leq 50 active ports)
Router Connectivity – Large Locations (i.e., > 500 active ports)
Router Connectivity – Medium Locations (51-500 active ports)
Router Connectivity – Critical Small Locations (\leq 50 active ports) (not to exceed 35% of Small Locations)
Router Connectivity – Small Locations (\leq 50 active ports) managed router locations
LAN Switch Connectivity – Large Locations (i.e., > 500 active ports)
LAN Switch Connectivity – Medium Locations (51-500 active ports)
LAN Switch Connectivity – Critical Small Locations (\leq 50 active ports) (not to exceed 35% of Small Locations)
LAN Switch Connectivity – Small Locations (\leq 50 active ports)

III. SERVICE LEVELS.

The Service Levels and the numerical Minimum Performance Levels associated with each Service Level are set forth in the applicable Statements of Work.

IV. PROBLEM MANAGEMENT.

In addition to Vendor's obligations under Section 3.13 of the Agreement, if Vendor becomes aware of a Service Level-related problem at an agency site that has occurred more than once during the reporting month, Vendor will assign resources to identify the applicable root cause and define a course of action in order to prevent further occurrences of the problem. Vendor shall not wait for the current reporting month to end before assigning resources to resolve the recurring issue. In the event that the recommended course of action for future prevention requires agency expenditures, a Rough Order of Magnitude proposal will be provided to VITA within 15 business days of the preparation of the recommendation. Implementation of any such recommendation for additional agency expenditures must be agreed by the Parties and documented in accordance with Section 27.5 of the Agreement.