



State of Oklahoma
Office of Management and Enterprise Services

ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH NTT DATA, INC.
RESULTING FROM SOLICITATION NO. 0900000383

This Addendum 1 (“Addendum”) is an Amendment to the Contract awarded to NTT DATA, Inc. in connection with Solicitation 0900000383 (“Solicitation”) and is effective January 27, 2020, (“Effective Date”).

Recitals

Whereas, the State issued a Solicitation for proposals to provide deployment, management, and support of end-user computing devices on a subscription/service basis. Currently the State of Oklahoma leases devices, provides imaging and support services and deploys devices at Agencies across the State, as more particularly described in the Solicitation;

Whereas, NTT DATA, Inc. submitted a proposal which contained exceptions to the Solicitation terms and various other Contract Documents; and

Whereas, the State and NTT DATA, Inc. have negotiated the final terms under which NTT DATA, Inc. will perform the Services under the Contract.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. **Addendum Purpose.**

This Addendum memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to NTT DATA Services, Inc. as of even date with execution of this Addendum. The parties agree that Supplier has not yet begun performance of work contemplated by the Solicitation.

2. **Negotiated Documents of the Contract.**

2.1. The parties have negotiated certain terms of the Contract as follows:

- i. revisions to NTT DATA, Inc. Master Services Agreement as contained in Attachment A to this Addendum titled, Master Services Agreement;
- ii. revisions to the Statement of Work initially proposed by NTT DATA, Inc. as contained in Attachment B to this Addendum titled Statement of Work; and
- iii. revisions to the State's Hosting Agreement as contained in Attachment C to this Addendum titled, Hosting Agreement.

- 2.2. The parties acknowledge that, as a result of the parties' negotiation of these terms in the Contract, the requested exceptions contained in NTT DATA, Inc.'s response are hereby declined by the State.

The parties will work in good faith to negotiate an End User Order Form to be executed by NTT DATA, Inc. and the State memorializing each End User's acquisition made for devices and any services packaged with such devices. No acquisitions shall be made until NTT DATA, Inc. and the State amend this Contract to attach the mutually agreed upon End User Order form.

- 2.3. The parties agree Solicitation, Section B.1.2 is hereby deleted in its entirety and replaced with the following:

Under Oklahoma law, the State may not contract for a period longer than one (1) year (the "Initial Term"). By mutual consent of the parties hereto, it is intended that, following the Initial Term, there shall be four (4) options to renew for one (1) year followed by a single six (6) month option to renew pending no NTT Data, Inc. performance issues, subject to the terms and conditions set forth in the Contract.

- 2.4. Accordingly, any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter, the more recent provision is deemed to supersede earlier versions. For the avoidance of doubt, the foregoing means that, in the event of a conflict among the terms of the Contract Documents, the terms contained in the following Contract Documents will have priority in the order provided:

1. Attachment C – Hosting Agreement, as revised
2. Attachment A - Master Services Agreement, as revised
3. Attachment B – Statement of Work, as revised
4. The Solicitation

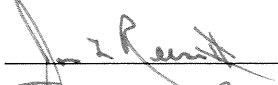
- 2.5. NTT DATA, Inc. agrees to an administrative fee in the sum of 2% from expenditures by Interlocal Entities who use this Contract. The parties agree to work in good faith to amend this Contract to identify the process by which an Interlocal Entity may use this Contract.

- 2.6. Within 60 days of Commencement, NTT DATA shall use commercially reasonable efforts to interview and make offers to 47 OMES employees chosen by NTT DATA. Such offers shall

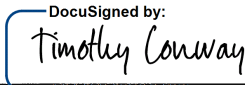
include an offer of compensation (taking into account both salary and benefits) that is commensurate in the aggregate with the affected OMES' staff current compensation to the extent such compensation falls within NTT DATA's then-current compensation plans and job category bands for similarly-situated NTT DATA positions. Upon hire, NTT DATA may assign job functions to the affected OMES staff hired as NTT DATA deems appropriate in NTT DATA's sole reasonable discretion. NTT DATA agrees to use commercially reasonable efforts so that no such reassignment shall directly degrade Service Levels during the first six (6) months following the Steady State Commencement Date, including, without limitation, having such affected employees for the scheduled two (2) month pilot period in Contract months four (4) through six (6) perform the equivalent duties they performed for OMES immediately before they were hired that are within the scope of the SOW. Defined terms herein shall have the meaning set forth in Attachment B Statement of Work.

2.7. The State may make up to 36 claims across all End Users for accidental damage per year.

State of Oklahoma

By: 
 Name: James L. Reese, II
 Title: State CIO
 Date: 01/27/2020

NTT DATA, Inc.

By: 
 Name: Timothy Conway
 Title: President, Public Sector
 Date: 1/27/2020

**Attachment A to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH NTT DATA, INC.
RESULTING FROM SOLICITATION NO. 0900000383**

The Master Services Agreement is hereby amended as set forth below and supersedes all prior documents submitted by NTT DATA, Inc. or discussed by the parties.

Master Services Agreement

between

State of Oklahoma, by and through the Office of Management and Enterprise Services

and

NTT DATA, Inc.

SCHEDULES

SCHEDULE A

DEFINITIONS

SCHEDULE B

CHANGE CONTROL PROCEDURES

ATTACHMENT B-1:

FORM OF CHANGE ORDER

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "**Agreement**"), dated [], 201[] (the "**Effective Date**"), is entered into by and between NTT DATA, Inc., a Delaware corporation ("**Vendor**," "**NTT DATA**" or "**NTT DATA Services**") and State of Oklahoma by and through the Office of Management and Enterprise Services ("**Customer**") and is a Contract Document stemming from Oklahoma Statewide Contract No. 2019 ("Contract"). NTT DATA Services and Customer shall be referenced to as Parties.

BACKGROUND.

Customer wishes NTT DATA Services to provide, and NTT DATA Services has agreed to provide, certain information technology services, subject to and in accordance with the provisions of this Agreement and SOWs entered into by the Parties from time to time.

NOW, THEREFORE, for and in consideration of the agreements set forth below, and intending to be legally bound, NTT DATA Services and Customer agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

As used in this Agreement, capitalized terms will have the meanings set forth in Schedule A and Solicitation. Other capitalized terms used in this Agreement and any SOW are defined where they are used, or in a Schedule to a SOW, and have the meanings there indicated. Those terms, acronyms and phrases utilized in the information technology services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context.

1.2. Incorporation of Schedules, Attachments and Exhibits

The Schedules, Attachments and Exhibits to this Agreement and all SOWs or other Contract Documents, in force from time to time are hereby incorporated into this Agreement by reference and deemed part of this Agreement for all purposes. All references to this Agreement shall include the Schedules, Attachments and Exhibits to this Agreement and all SOWs in force from time to time. References to this Agreement shall be to this Agreement as amended from time to time in accordance with its provisions. All references to a SOW shall include the Schedules, Attachments and Exhibits to the SOW, and shall be to the SOW as amended from time to time in accordance with its provisions.

1.3. Reference

In this Agreement:

- 1.3.1. references to and the use of the word "include" and its derivatives (such as "including" and "includes") mean "including without limitation";
- 1.3.2. unless otherwise indicated, references to Sections and Schedules shall be to sections of and schedules to this Agreement;
- 1.3.3. the Section headings and the table of contents are for reference and convenience only and shall not enter into the interpretation of this Agreement; and
- 1.3.4. unless otherwise indicated, references to certain Sections will be deemed also to refer to all subsections of the referenced Section.

2. TERM

The term of this Agreement ("**Term**") shall begin on the Effective Date and shall continue in force thereafter for the term of the Contract unless and until this Agreement is terminated by either Party in accordance with the provisions of this Agreement.

3. STATEMENTS OF WORK

3.1. **General**

NTT DATA Services shall perform the services described as being the responsibility of NTT DATA Services in each statement of work executed and entered into by the Parties from time to time under this Agreement ("**Statement of Work**" or "**SOW**") on the terms and conditions set forth in such Statement of Work and this Agreement. A form of SOW is set forth in Schedule C but a SOW may be in such format as agreed to by the Parties. A SOW may have terms and conditions that NTT DATA Services and Customer may agree upon which are supplemental to those set forth in this Agreement, or which vary the provisions of this Agreement as regards such SOW. SOWs are not binding on the Parties until fully executed by an authorized representative of each Party. to the Contract.

3.2. **Affiliates**

Affiliates of NTT DATA Services may execute SOWs incorporating the terms of this Agreement for Services to be provided and received by the respective Affiliates. For the purposes of each such SOW only, the applicable NTT DATA Services Affiliate alone shall be considered NTT DATA Services as that term is used throughout this Agreement. NTT DATA Services shall remain responsible for the acts or omissions of NTT Data Affiliates.

4. **PERSONNEL**

4.1. **General**

NTT DATA Services shall manage, supervise and provide direction to the NTT DATA Services Personnel and cause them to comply with NTT DATA Services' applicable obligations under this Agreement. NTT DATA Services shall use an adequate number of NTT DATA Services Personnel to perform the Services who (a) shall be properly trained and (b) shall possess suitable competence, ability and qualifications to perform the Services in each case as necessary to meet the requirements of the tasks assigned to them. NTT DATA Services shall inform NTT DATA Services Personnel of, and require them to comply with, any applicable policies or procedures related to the conduct of personnel admitted to Customer Facilities provided by Customer.

4.2. **Background Checks**

Prior to employing any NTT DATA Services employee who will perform the Services, NTT DATA Services will screen and perform background checks on the individuals in accordance with NTT DATA Services' policies and procedures in effect at that time, and in all cases consistent with applicable Law. Such background checks in the United States typically include, at a minimum, (i) education verification, (ii) employment verification, (iii) identity verification, and (iv) felony and misdemeanor criminal checks. If background check information is required, NTT DATA Services shall submit, or cause to be submitted, the required information in a timely manner and NTT DATA Services' access to facilities, data and information may be withheld prior to completion of background verification acceptable to the Customer. NTT DATA Services shall have a minimum of two employees that have successfully completed an Oklahoma State Bureau of Investigation Level 2 Background Check. To the extent NTT DATA Services does not have employees with Level 2 Background Checks, NTT Data shall bear the costs associated with Level 2 Background Checks shall be borne by NTT DATA Services. Notwithstanding the foregoing, background checks performed in countries other than the United States will include the above-listed items only to the extent permitted by applicable Law.

4.3. **Responsibility**

As between NTT DATA Services and Customer, NTT DATA Services is responsible for wages, salaries, compensation, benefits and other amounts due to NTT DATA Services Personnel. NTT DATA Services is responsible for all tax withholding, unemployment insurance premiums, pension and social welfare contributions, and other employer obligations with respect to its personnel.

4.4. **Requested Replacement of NTT DATA Services Personnel**

In accordance with applicable Law, if Customer determines in good faith and for reasonable and lawful cause that it wishes NTT DATA Services to replace any individual NTT DATA Services Personnel, then Customer shall give NTT DATA Services notice to that effect, with sufficient details as to the reasonable and lawful cause.

5. EQUIPMENT

5.1. Customer Equipment

During the term of each SOW, Customer (i) shall make the Customer Equipment necessary to provide the Services under such SOW available to NTT DATA Services, at no charge, for NTT DATA Services' use solely to provide such Services and (ii) shall, and hereby does, grant to NTT DATA Services the right to use the Customer Equipment and all other rights with respect to the Customer Equipment to the extent necessary to perform the Services. Except for the rights granted to NTT DATA Services under this Section, as between Customer and NTT DATA Services, all right, title and interest in and to the Customer Equipment remains with Customer and its lessors. Customer will retain all financial and legal responsibility for the Customer Equipment and will continue to pay for any costs, charges and fees associated with the use, operation and maintenance of the same.

5.2. NTT DATA Services Equipment

During the term of each SOW, NTT DATA Services shall, and hereby does, grant to Customer the right to access and use the NTT DATA Services Equipment to the extent necessary to enjoy the benefit of the Services under such SOW. Except for the rights granted to Customer under this Section, as between NTT DATA Services and Customer, all right, title and interest in and to the NTT DATA Services Equipment shall remain with NTT DATA Services and its lessors. Customer shall not grant, assert or otherwise allow to be placed upon the NTT DATA Services Equipment (including any NTT DATA Services Equipment housed at the Customer Facilities) any lien, claim, pledge, security interest or other encumbrance or claim of any nature. NTT DATA Services will retain all financial and legal responsibility for the NTT DATA Services Equipment and will continue to pay for any costs, charges and fees associated with the use, operation and maintenance of the same.

6. SOFTWARE AND PROPRIETARY RIGHTS

6.1. Customer Software

During the term of each SOW, Customer shall make the Customer Software necessary to provide the Services available to NTT DATA Services (in such form and on such media as exists on the effective date of the applicable SOW or as is later developed by Customer), at no charge to NTT DATA Services. Customer shall, and hereby does, grant to NTT DATA Services and its contractors a limited, fully paid-up, non-transferable, non-exclusive license during the term of the applicable SOW to use the Customer Software solely for the purpose of performing the Services. Except for the rights granted to NTT DATA Services under this Section, as between NTT DATA Services and Customer, all right, title and interest in and to the Customer Software shall remain with Customer and its licensors. NTT DATA Services shall not grant, assert or otherwise allow to be placed upon the Customer Software any lien, claim, pledge, security interest or other encumbrance or claim of any nature. Customer will retain all financial and legal responsibility for the Customer Software and will continue to pay for any costs, charges and fees associated with the use, operation and maintenance of the same.

6.2. NTT DATA Services Software

NTT DATA Services, on behalf of itself and its Affiliates, shall, and hereby does, grant to Customer a limited, fully paid-up, non-transferable, non-exclusive license during the term of each SOW to use the NTT DATA Services Software solely to the extent necessary to receive the benefit of the Services under such SOW. Except for the rights granted to Customer under this Section, as between NTT DATA Services and Customer, all right, title and interest in and to the NTT DATA Services Software shall remain with NTT DATA Services and its licensors. Customer shall not grant, assert or otherwise allow to be placed upon the NTT DATA Services Software

any lien, claim, pledge, security interest or other encumbrance or claim of any nature. NTT DATA Services will retain all financial and legal responsibility for the NTT DATA Services Software and will continue to pay for any costs, charges and fees associated with the use, operation and maintenance of the same.

6.3. Reserved.

6.4. Non-Software Materials

6.4.1. Ownership.

Subject to the confidentiality obligations under this Agreement, as between Customer and NTT DATA Services, NTT DATA Services shall have all right, title and interest, including worldwide ownership of Intellectual Property Rights in and to the Non-Software Materials developed solely by NTT DATA Services and all copies made from them, and Customer hereby irrevocably assigns, transfers and conveys to NTT DATA Services without further consideration all of its right, title and interest in and to the Non-Software Materials, including the copyright therein, and all extensions and renewals thereof, and all rights of patent, trade secret or other proprietary rights in such materials. At NTT DATA Services' request, Customer agrees to execute any documents or take any other actions as may be necessary, or as NTT DATA Services may reasonably request, to perfect NTT DATA Services' ownership of any Non-Software Materials.

6.4.2. License.

NTT DATA Services grants to Customer during the term of each SOW a limited, fully paid-up, non-transferable, non-exclusive license to use any Non-Software Materials which are delivered to Customer under this Agreement, solely to the extent necessary to receive the benefit of the Services under such SOW. Customer agrees to reproduce copyright legends which appear on any portion of the Non-Software Materials.

6.5. NTT DATA Services License Terms

6.5.1. Any access or use by Customer of NTT DATA Services Software or Developed NTT DATA Services Software is subject to the following additional provisions:

6.5.1.1. Customer shall not copy (except to the extent expressly licensed under this Agreement), modify or create a derivative work, collective work or compilation of the NTT DATA Services Software or Developed NTT DATA Services Software, and may not reverse engineer, decompile or otherwise attempt to extract the code of the NTT DATA Services Software or Developed NTT DATA Services Software or any part thereof.

6.5.1.2. Customer shall not license, sell, assign, sublicense, commercially exploit or otherwise transfer or encumber the NTT DATA Services Software or Developed NTT DATA Services Software; and may not use the NTT DATA Services Software or Developed NTT DATA Services Software in a managed-services arrangement with another vendor.

6.5.1.3. NTT DATA Services, or an agent designated by NTT DATA Services, may from time to time perform an audit of Customer's use of the NTT DATA Services Software or Developed NTT DATA Services Software during normal Business Hours, upon giving reasonable notice to Customer. Customer shall cooperate with NTT DATA Services in such audit, and shall provide NTT DATA Services with all records reasonably related to its use of the NTT DATA Services Software or Developed NTT DATA Services Software. The audit will be limited to verification of Customer's compliance with the terms of this Agreement.

6.5.1.4. The NTT DATA Services Software or Developed NTT DATA Services Software may include, come bundled with or otherwise be distributed with open source or other third party software, which is subject to the terms and conditions of the specific license under which it is distributed.

6.5.1.5. OPEN SOURCE SOFTWARE IS DISTRIBUTED IN THE HOPE THAT IT WILL BE USEFUL, BUT IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OR CONDITIONS, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY REGARDING TITLE OR AGAINST INFRINGEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT BUT SUBJECT TO THE EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT SHALL NTT DATA SERVICES, THE COPYRIGHT HOLDERS, OR THE CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF PROFITS (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE OR DATA; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF OPEN SOURCE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

6.5.2. NTT DATA Services may suspend Customer's access to and/or use of NTT DATA Services Software and/or Developed NTT DATA Services Software if Customer breaches any provision of this Agreement applicable to such NTT DATA Services Software and/or Developed NTT DATA Services Software and/or Customer's access to and use thereof (including the provisions of this Section 6 and Section 10.2) and (if capable of cure) fails to cure such breach within ten (10) days after receipt of notice from NTT DATA Services. If the breach is not capable of cure, NTT DATA Services may immediately suspend such access and/or use upon notice to Customer.

7. FACILITIES

7.1. Customer Facilities

7.1.1. General

During the term of each SOW, Customer will provide to NTT DATA Services, at no charge, the space, office furnishings, janitorial service, telephone service, utilities (including air conditioning), and office-related equipment, supplies, and duplicating services at the Customer Facilities that NTT DATA Services may reasonably need to provide the Services. Customer shall provide the NTT DATA Services Personnel with reasonable access to the Customer Facilities during normal Business Hours.

7.1.2. Relocation

If Customer contemplates or makes a final decision to alter or relocate any of the Customer Facilities, and the alteration or relocation could reasonably be expected to impact the Services (including the cost to perform, timing, ability to perform or level of performance), then Customer will provide NTT DATA Services with sufficient advance notice of that fact to allow NTT DATA Services a reasonable amount of time to prepare for and implement the alteration or relocation as it impacts NTT DATA Services. Before requiring NTT DATA Services to relocate from any Customer Facilities, the Parties will agree on any adjustments to (i) the Services or to any Service Levels that may be required as a result of the alteration or relocation, and (ii) NTT DATA Services' Charges that may be required to equitably compensate NTT DATA Services for any additional costs it may incur in connection with the alteration or relocation.

7.1.3. NTT DATA Services' Obligations

NTT DATA Services will (i) not commit waste or damage to Customer Facilities, reasonable wear and tear excepted, or use them for any purpose other than providing the Services and (ii) while at the Customer Facilities, will comply with Customer's reasonable physical security procedures.

7.2. NTT DATA Services Facilities

NTT DATA Services may perform the Services in such facilities maintained by NTT DATA Services or its Affiliates (collectively, "**NTT DATA Services Facilities**") as NTT DATA Services reasonably deems appropriate following consultation with Customer, so long as reasonable security procedures have been implemented and are being observed at the NTT DATA Services Facilities. While at NTT DATA Services Facilities, Customer Personnel shall comply with NTT DATA Services' safety and security requirements and other relevant policies and procedures of which they have been given notice.

8. REGULATORY ACCESS AND AUDIT

8.1. Regulatory Access

To the extent permitted by Law, each Party will notify the other promptly of any formal request or order by a governmental agency, regulator or exchange to examine records regarding Customer that are maintained by NTT DATA Services or to audit NTT DATA Services' performance of the Services. NTT DATA Services will cooperate with any such examination or audit.

9. MANAGEMENT

9.1. NTT DATA Services Client Executive and Customer Relationship Manager

Each Party will appoint an individual who, from the Effective Date until replaced by the appointing Party, will serve as that Party's representative under this Agreement. Customer's representative shall be referred to as the "**Relationship Manager**" and NTT DATA Services' representative shall be referred to as the "**Client Executive**". The Relationship Manager and the Client Executive will (a) have overall responsibility for managing and coordinating the performance of the appointing Party's obligations under this Agreement, and (b) be authorized to act for and on behalf of the appointing Party concerning all matters relating to this Agreement.

9.2. Change Control Procedures

9.2.1. General

The Parties shall comply with the Change Control Procedures in Schedule B in making any Changes.

9.2.2. Requests for Changes and Approval

The Client Executive and the Relationship Manager will meet from time to time or on request by either Party to (i) review requests for Changes. No Party will have any obligation to implement Changes requested through any other means. If the Client Executive and the Relationship Manager disagree whether a request for a Change should be approved, then either Party may submit the disagreement to the dispute resolution process provided in Section 17.

10. CUSTOMER DATA, SECURITY AND CONFIDENTIALITY

10.1. Customer Data

As between Customer and NTT DATA Services, Customer owns and will continue to own all right, title and interest in and to all Customer Data. NTT DATA Services may not use Customer Data for any purpose except to provide the Services, or as authorized by Customer, or as required by applicable Law, nor may NTT DATA Services sell, assign, lease or otherwise dispose of or commercially exploit Customer Data. NTT DATA Services or its subcontractors may not assert any lien or other right against or to Customer Data.

10.2. Confidentiality

10.2.1. General

By virtue of this Agreement, Customer may be exposed to or be provided with certain confidential and proprietary information of NTT DATA Services. NTT DATA Services shall clearly mark any such information as confidential. ("Confidential Information"). Customer is a state agency and subject to the Oklahoma Open Records Act and NTT DATA Services acknowledges information marked Confidential Information will be disclosed to the extent permitted under Customer's Open Records Act and in accordance with this section. Customer will use at least the same degree of care, but no less than a reasonable degree of care, as it employs concerning its own confidential information of similar importance.

10.2.2. Disclosure

Customer may disclose Confidential Information only to its own officers, directors, and employees and to its consultants, subcontractors, and advisors who reasonably need to know it for the purposes contemplated by this Agreement or as required by applicable Law, provided that such officers, directors, employees, consultants, subcontractors and advisers have confidentiality obligations to the Customer at least as restrictive as those in this Agreement. .

10.2.3. Use

Customer may not use the Confidential Information for any purpose not in furtherance of this Agreement, unless it obtains the NTT DATA Services' prior written authorization or is required by applicable Law.

10.2.4. Reproduction

Except as otherwise provided in writing between the Parties, the Customer may not print, copy or reproduce in any way, in whole or in part, any documents or other media containing the Confidential Information, other than copies for its officers, directors, employees, consultants or advisors who reasonably need to know it for the purposes contemplated by this Agreement, without the prior written consent of NTT DATA Services.

10.2.5. Required Disclosure

If Customer is requested to disclose any of the Confidential Information as part of an administrative or judicial proceeding or pursuant to any government or securities exchange rule or regulation, the Customer will, to the extent permitted by Law, promptly notify NTT DATA Services of that request and reasonable cooperate with NTT DATA Services, at NTT DATA Services' expense, in seeking a protective order or similar confidential treatment for the Confidential Information.

10.2.6. Return or Destruction

Upon termination or expiration of this Agreement for any reason, Customer will to the extent reasonably practicable return or destroy, upon request, the Confidential Information.

10.2.7. Reserved.

10.3. Security

10.3.1. Safeguards

Each Party shall implement and maintain throughout the term of the Agreement technical, physical, administrative and organizational safeguards designed to protect the confidentiality, security, and integrity of the Confidential Information and Customer Data (in the case of NTT DATA Services), including measures aimed at protecting against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and against all other unlawful forms of processing.

10.3.2. Security at Facilities

In addition to the obligations set forth in the Hosting Agreement, NTT DATA Services will be responsible for all security procedures at any NTT DATA Services Facilities and will maintain safeguards at NTT DATA Services Facilities consistent with industry accepted

information security standards generally used by top-tier companies providing services similar to the Services. Customer will provide all necessary security personnel, security equipment and other safeguards at the Customer Facilities.

11. CHARGES

11.1. General

Customer or End User will pay to NTT DATA Services the Charges for the Services described in each Statement of Work, together with any other amounts set forth in this Agreement.

12. INVOICING AND PAYMENT

12.1. Invoicing

NTT DATA Services will electronically invoice Customer or End User, as applicable, monthly for all amounts due under this Agreement. Payment shall be remitted by Customer to the address or the electronic transit routing indicated on NTT DATA Services' invoice. All Charges will be invoiced in arrears. All Charges and other amounts shall be paid without set-off within forty-five (45) days after the date of the applicable NTT DATA Services invoice. Any disputed Charges will be paid within forty-five (45) days after resolution by the Parties of the dispute. NTT DATA Services will compute periodic Charges on a calendar month basis and prorate those Charges for any partial month of the Term.

12.2. Non-Payment

Any amount not paid by Customer when due, other than amounts properly disputed in accordance with this Section 12.2, will thereafter bear interest at the rate allowed by Law. Without waiving any other rights or remedies to which it may be entitled, NTT DATA Services may suspend some or all of the Services if Customer fails to comply with this Section 12.2 and does not cure the default within thirty (30) days after receiving written notice of the default. NTT DATA Services shall not invoice Customer or End User for any services during such period of suspension and shall refund any fees prepaid but not used if services are suspended. Customer may withhold payment for particular Charges disputed by Customer reasonably and in good faith, pending resolution of the applicable billing item in dispute in accordance with Section 17, subject to the following conditions:

- 12.2.1. Customer shall notify NTT DATA Services within 45 days of the payment due date of such invoice if Customer disputes any of such Charges in such invoice. Such notice shall include a description of the particular Charge(s) in dispute and a reasonably detailed explanation of the reason for which Customer disputes such Charge(s).
- 12.2.2. Customer shall pay all amounts which it does not dispute reasonably and in good faith..
- 12.2.3. Neither the failure to dispute any Charges or amounts prior to payment nor the failure to withhold any amount shall constitute, operate or be construed as a waiver of any right Customer may otherwise have to dispute any improper Charge or amount or recover any improper amount previously paid.

13. REQUIRED CONSENTS, CUSTOMER RESPONSIBILITIES AND EXCUSED PERFORMANCE

13.1. Required Consents

- 13.1.1. NTT DATA Services will obtain and maintain all NTT DATA Services Required Consents and pay any fees (such as transfer, license or upgrade fees) that may be required to obtain and maintain the NTT DATA Services Required Consents. If an NTT DATA Services Required Consent is not obtained, then, unless and until that NTT DATA Services Required Consent is obtained, NTT DATA Services and Customer will mutually determine and adopt alternative approaches that are necessary and sufficient to provide the Services without that NTT DATA Services Required Consent.

- 13.1.2. Customer will obtain and maintain all Customer Required Consents and pay any fees (such as transfer, license or upgrade fees) that may be required to obtain and maintain the Customer Required Consents. If a Customer Required Consent is not obtained, then, unless and until that Customer Required Consent is obtained, NTT DATA Services and Customer will mutually determine and adopt alternative approaches that are necessary and sufficient to provide the Services without that Customer Required Consent.

13.2. Approvals and Cooperation

Customer will reasonably cooperate with NTT DATA Services by, among other things, providing management decisions, information, approvals and acceptances (or reasons for withholding approval or acceptance) available to NTT DATA Services on a timely basis upon reasonable request. Customer will within industry standard reasonably cause its third party providers to cooperate with NTT DATA Services in the performance of the Services.

13.3. Other

Customer will perform the services, functions and responsibilities described in each SOW as being the responsibility of Customer or its third party providers.

13.4. Excused Performance

The failure of NTT DATA Services, its Affiliates or their subcontractors to perform their obligations under this Agreement (including to meet any Service Levels) will be excused to the extent such non-performance is caused by (a) the sole acts or omissions of Customer, agents or other third parties, (b) actions and decisions taken or made by Customer against the reasonable written recommendation of NTT DATA Services so long as such recommendation is at no cost to the state and within the contemplated scope of the Agreement; (c) the failure of Customer's Software or Equipment including the failure of Customer's third party Software or Equipment procured outside the scope of this Agreement or (d) the sole failure of a Customer third party provider to reasonable perform its responsibilities, or duties or obligations imposed on such third party provider under the applicable contract, unless and to the extent such responsibilities, duties or obligations are within the responsibilities of NTT DATA Services under this Agreement. NTT DATA Services shall, within a reasonable time after obtaining knowledge of such event or omission, inform Customer of such failure and identify and pursue Commercially Reasonable Efforts to mitigate the impact of such failure to perform. In the event of the foregoing, NTT DATA Services will be excused from performance of those obligations impacted to the extent that, and for so long as, the event or omission prevents or adversely affects NTT DATA Services' performance. The Parties will, through the Change Control Procedures, address any Changes (including compensation for any resulting demonstrable increases in NTT DATA Services' costs) required as a result of any of the foregoing.

13.5. Reserved.

14. REPRESENTATIONS, WARRANTIES AND COVENANTS

14.1. Authorization

Each Party represents to the other that (a) it has the requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, including the giving or withholding of any approval, acceptance, consent, notice, or other action required or permitted by this Agreement, and (b) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by the requisite corporate action on the part of that Party.

14.2. Compliance with Law

Each Party represents to the other that it is duly licensed or qualified to do business and is in good standing in every jurisdiction in which a license or other qualification is required for the conduct of its business, except where the failure to be so licensed or qualified would have no

material adverse effect on its ability to fulfill its obligations under this Agreement, and that its execution, delivery, and performance of this Agreement will not constitute a violation of any judgment, order, or decree, or a material default under any material contract by which it or any of its material assets are bound, or an event that would, with notice or lapse of time, or both, constitute such a default.

14.3. Services Warranty

NTT DATA Services warrants that it shall perform the Services in a good and workmanlike manner in accordance with the practices and standards generally observed by top-tier companies providing similar services. The foregoing warranty shall extend for a period of ninety (90) days following Customer's receipt of the applicable Services.

14.4. Disabling and Malicious Code

14.4.1. Neither Party shall, without the prior written consent of the other Party:

14.4.1.1. knowingly insert into any system, Software or Equipment used by the Parties in connection with the Services any Disabling Code; or

14.4.1.2. invoke or cause to be invoked Disabling Code at any time, including upon expiration or any termination of this Agreement.

14.4.2. Neither Party shall knowingly introduce any Malicious Code into any system, Software or Equipment used by the Parties in connection with the Services. Each Party shall take precautions consistent with industry accepted information security standards, including the use of anti-virus software, designed to prevent the introduction and proliferation of Malicious Code into any such system, Software or Equipment. Each Party shall promptly notify the other Party after becoming aware of any Malicious Code in any of the foregoing.

14.5. Disclaimer

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES AND EACH PARTY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, TERMS AND CONDITIONS EXPRESS OR IMPLIED, WHETHER BY LAW OR OTHERWISE, INCLUDING ANY WARRANTIES OR CONDITIONS (1) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, OR SUITABILITY OR; (2) RELATING TO THIRD-PARTY PRODUCTS, SOFTWARE OR SERVICES; (3) RELATING TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE OR NTT DATA SERVICES' PERFORMANCE OF THE SERVICES; OR (4) REGARDING THE RESULTS TO BE OBTAINED FROM THE SERVICES OR THE RESULTS OF ANY RECOMMENDATION BY NTT DATA SERVICES.

14.6. Risk of Loss

NTT DATA Services shall be responsible for the risk of loss of, or damage to, any property of Customer at a NTT DATA Services Facility, unless such loss or damage was caused by the acts or omissions of Customer or an agent of Customer. Customer shall be responsible for the risk of loss of, or damage to, any property of NTT DATA Services at a Customer Facility unless such loss or damage was caused by the acts or omissions of NTT DATA Services or an agent of NTT DATA Services.

15. INDEMNITIES

15.1. Indemnity by NTT DATA Services

NTT DATA Services will defend Customer against any and all Claims by any third party:

15.1.1. for mechanics' or similar liens filed in respect of or placed upon any real property or improvements of Customer by NTT DATA Services or its subcontractors;

15.1.2. alleging or resulting from NTT DATA Services' failure to obtain and maintain the NTT DATA Services Required Consents;

- 15.1.3. caused by NTT DATA Services' failure to pay its subcontractors, or by its subcontractors asserting rights under this Agreement; and
- 15.1.4. subject to Section 6, alleging that software or other work of authorship created by NTT DATA Services for Customer in the course of providing the Services and delivered to Customer as a deliverable infringes that third party's United States Intellectual Property Rights; provided that NTT DATA Services shall have no obligation to defend Customer to the extent that a Claim arises out of:
 - 15.1.4.1. modifications not performed by or on behalf of NTT DATA Services;
 - 15.1.4.2. the combination, operation or use of the infringing items with a third party product or service by Customer without NTT DATA Services' written permission (the combination of which causes the infringement).

15.2. General Indemnity

NTT DATA (the "**Indemnifying Party**") will defend Customer, and their officers, directors, employees, agents, successors, and assigns (together and individually the "**Indemnified Party**") from any and all Claims by a third party, including Affiliate, (i) alleging the death or bodily injury of any business visitor or other person caused by the tortious conduct of the Indemnifying Party; (ii) alleging the damage, loss or destruction of any real or tangible personal property caused by the tortious conduct of the Indemnifying Party; (iii) resulting from an act or omission of the Indemnifying Party in its capacity as an employer of a person; and (iv) relating to tax liabilities that are the responsibility of the Indemnifying Party as provided under Section **Error! Reference source not found.**

15.3. Payment of Losses

If the Indemnifying Party is obligated under this Agreement to defend or indemnify the Indemnified Party against any third party Claim then, subject to the procedures set forth in this Contract, the Indemnifying Party shall pay to Indemnified Party the Losses related to the Claim.

15.4. Infringement

If an Indemnifying Party is obligated to provide the defense of a third party Claim against the Indemnified Party, then the Indemnifying Party will, in addition to defending and indemnifying the Indemnified Party as provided in this Contract and to the other rights the Indemnified Party may have under this Agreement, promptly at the Indemnifying Party's expense use all Commercially Reasonable Efforts to secure the right to continue using the item or to replace or modify the item to make it non-infringing, provided that any replacement or modification will not degrade the quality of the Services. If the Indemnifying Party can accomplish neither of those actions, and only in that event, then the Indemnified Party will cease using the infringing item, and the Parties will work in good faith to equitably adjust the Services, Service Levels and Charges.

15.5. Indemnification Procedures

With respect to any third-party Claim for which Customer is entitled to indemnification or to be defended under this Contract, the following procedures will apply:

15.5.1. Notice

As soon as reasonably practicable but in any event within ten (10) days after receipt by the Indemnified Party of notice of the commencement or threatened commencement of any action or proceeding involving the Claim, the Indemnified Party will notify the Indemnifying Party of the Claim. No delay or failure to so notify the Indemnifying Party will relieve it of its obligations under this Agreement except to the extent that the Indemnifying Party has suffered actual prejudice by such delay or failure. The defense shall be coordinated by NTT DATA Services with the Office of the Attorney General when Oklahoma state agencies are named defendants in any lawsuit and NTT DATA Services may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General. In the event the Office of the Attorney General does not concur

with NTT DATA Services' proposed settlement and the proposed settlement does not impose any obligations on the named agency, NTT DATA Services shall have no further obligations to defend and indemnify Customer.

15.5.2. Mitigation of loss and co-operation

Without prejudice to this Section, each Party shall use Commercially Reasonable Efforts to (i) mitigate losses in respect of any third party Claim to which this Section applies, and (ii) co-operate with the other Party in respect of any such Claim.

16. LIMITATIONS OF LIABILITY

16.1. Limitation Upon Types of Recoverable Damages

IN NO EVENT, WHETHER IN CONTRACT OR IN TORT (INCLUDING BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT), SHALL EITHER PARTY OR BE LIABLE FOR THE FOLLOWING TYPES OF LOSS OR DAMAGES UNDER OR IN CONNECTION WITH THIS AGREEMENT EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES IN ADVANCE:

16.1.1. INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES;

16.1.2. EXEMPLARY OR PUNITIVE DAMAGES; OR

16.1.3. LOSS OF REVENUE, INCOME, PROFIT, SAVINGS OR SHARE VALUE, OR LOSS OF GOODWILL OR REPUTATION.

This Section 16.1 shall not apply to Customer's payment obligations under this Agreement.

16.2. Limitation Upon Amount of Damages

The liability of each Party to the other Party for any and all causes of action, whether in contract in tort (including breach of warranty, negligence and strict liability in tort) arising out of or relating to any SOW, including under or in connection with this Agreement in relation to such SOW, shall not exceed, in the aggregate, nine million dollars (\$9,000,000.00) (the "Standard Cap"). The total aggregate liability of NTT DATA Services for claims asserted by Customer or an End User in connection with losses occasioned by any breach of NTT DATA's confidentiality obligations or data security and breach notification obligations set forth in this Contract shall be limited to one hundred million dollars (\$100,000,000.00) (the "**Enhanced Cap**"). For avoidance of doubt, this Enhanced Cap is an aggregate liability cap for this Contract, and the Standard Cap and the Enhanced Cap create two (2) separate and distinct limits of liability which shall not be aggregated under any circumstances.

16.3. Exclusions

Notwithstanding anything to the contrary in this Contract, the foregoing provisions shall not apply to or limit damages, expenses, costs, actions, claims and liability arising from or related to tangible property damage, bodily injury or death caused by NTT DATA Services; the indemnification obligations set forth in this Contract; or the bad faith, gross negligence or intentional misconduct of NTT DATA Services or its employees, Affiliates, agents and subcontractors.

16.4. Independent Limitations in Accordance with Law

To the extent any limitation is construed by a court of competent jurisdiction to be a limitation of liability in violation of applicable law, such limitation of liability shall be void. The limitations set forth in this Section are independent and in the event that either shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of such provisions, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by Law.

16.5. Force Majeure

Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen cause beyond its reasonable control including but not limited to fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiences the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. In the event that a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonable practicable. Subject to the conditions set forth above, such non-performance shall not be deemed a default. However, Customer or an End User may terminate a purchase order if NTT Data Services cannot cause delivery of products or services in a timely manner to meet the business needs of the Customer or End User.

17. DISPUTE RESOLUTION

17.1. General

The Parties will work together in good faith to resolve any and all claims, disputes and controversies between them (whether in contract, tort, or otherwise, whether preexisting, present or future, and including statutory, common law, intentional tort and equitable claims) arising out of or in connection with this Agreement, or the breach, termination or validity hereof (each, a "Dispute") including the existence, validity, scope or termination of this Agreement or any term hereof.

17.2. Reserved.

17.3. Reserved.

17.4. Reserved.

17.5. Reserved.

17.6. Reserved.

18. TERMINATION

18.1. Termination for Cause

If either Party is in material breach of any SOW (or this Agreement with respect to any SOW), except for breach of a payment obligation, and fails to substantially cure that breach within forty-five (45) days after receiving written notice specifying the breach (or, concerning any breach that cannot reasonably be cured within that forty-five (45) day period, but is curable, if NTT DATA Services fails within that forty-five (45) day period to commence curing the breach and thereafter to proceed with all due diligence to substantially cure it, and to substantially cure it within ninety (90) days after the giving of that written notice), then the non-breaching Party may, by further written notice to the breaching Party, terminate the applicable SOW, as of a date specified in the notice of termination, which date will be no later than six (6) months after the date on which the terminating Party's right to terminate the SOW arose. A Party's right to give a termination notice under this Section will expire 90 days following the date the breach is substantially cured.

18.2. Reserved.

18.3. Termination for Insolvency

If a Party (the "Insolvent Party"): (a) files any proceedings relating to its liquidation, insolvency or for the appointment of a receiver or similar officer for it; or (b) makes an assignment for the benefit of substantially all of its creditors, then the other Party may, by giving written notice to the Insolvent Party, terminate this Agreement and all SOWs as of a date specified in the notice of termination. However, this Agreement and SOWs may not be terminated under this Section once

the Insolvent Party ceases to be in bankruptcy proceedings relating to its liquidation, insolvency or the appointment of a receiver or similar officer.

18.4. Reserved.

18.5. Termination Fees.

In the event of Customer's early termination for convenience or non-renewal of the Contract, Customer shall pay NTT DATA Services the applicable termination charges set forth in the SOW.

18.6. Termination for Non-Appropriation.

With regards to an End User's order of devices ("Purchase Order"), End User intends to continue each order to which it is a party for the term of that order and to pay the fees and other amounts due thereunder. End User reasonably believes that legally available funds in an amount sufficient to pay all fees during the order term can be obtained. End User further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the fees may be paid. Notwithstanding the foregoing, in the event sufficient funds are not appropriated or received from an intended third party funding source to continue the order term for any initial term beyond the term first in effect, End User may terminate the order with regards to not less than all of the devices on the order so effected. End User shall provide NTT Data Services written notice within a reasonable time after which the End User has knowledge of such insufficiency and confirm the order will be so terminated prior to the end of its current term. All obligations of End User to pay fees due after the end of the current term for which such termination applies will cease, all interest of End User in the devices will terminate and End user shall surrender the devices in accordance with the Contract. Notwithstanding the foregoing, End User agrees, without creating a pledge, lien or encumbrance upon funds available to End User in other than its current fiscal period, that it will use reasonable efforts to obtain appropriation of funds to avoid termination of the order by taking reasonable and appropriate action including the inclusion in End User's budget request for each fiscal period during the order term hereof a request for adequate funds to meet its obligations and to continue the Order in force. End User represents and warrants it had adequate funds to meet its obligations during the first term of the order. NTT DATA Services and End User understand and intend that the obligation of End User to pay fees hereunder shall constitute a current expense of End User and shall not in any way be construed to be a debt of End User in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by End User, nor shall anything contained herein constitute a pledge of the general revenues, funds or monies of End User beyond the fiscal period for which sufficient funds have been appropriated to pay fees hereunder.

18.7 No Termination of End-User Purchase Orders for Any Reason Except Non-Appropriation

Notwithstanding anything in the Contract to the contrary, except in the sole event of a termination of a Purchase Order by an End User due to non-appropriation of applicable funds in accordance with Section 18.6, neither End User nor Customer shall have any right to terminate a Purchase Order of devices for any reason, including without limitation, termination by Customer or an End User for material breach by NTT DATA. In the event of an early termination or non-renewal of the Services portion of the Contract, those terms and conditions in the Contract applicable to devices and the Purchase Orders, as well as the Purchase Orders themselves, shall continue in full force and effect through the full term set forth in the Purchase Orders. Subject to Section 18.6, Purchase Orders entered into by the End User and NTT DATA during the term of this Contract that contain expiration dates beyond the expiration date of the Contract shall continue in full force and effect through the expiration date set forth in the Purchase Orders.

19. MISCELLANEOUS

19.1. Notices

Except as required by the Hosting Agreement, all notices, requests, demands and determinations under this Agreement and any SOW (other than routine operational communications), shall be in writing and shall be deemed duly given (a) when delivered by hand, (b) two (2) days after being given to an express courier with a reliable system for tracking deliver, (c) when sent by confirmed electronic mail with a copy sent by another means specified in this Section, (d) any other manner of delivery to which the Parties have agreed, or (e) six (6) days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Customer:

Chief Information Officer
3115 N. Lincoln Blvd.
Oklahoma City, Oklahoma 73105

with a copy to:

OMES Deputy General Counsel
3115 N. Lincoln Blvd.
Oklahoma City, Oklahoma 73105

If to NTT DATA Services:

NTT DATA Services, LLC
7950 Legacy Drive, Suite 900
Plano, TX 75024
Attention: President, Healthcare & Life
Sciences

with a copy to:

NTT DATA Services, LLC
7950 Legacy Drive, Suite 900
Plano, TX 75024
Attention: Legal Department

Either Party may change its notice address or person to be notified by written notice to the other Party.

19.2. Binding Nature and Assignment

Except as otherwise provided in this Section, neither Party will, nor has the power to, assign this Agreement or any SOW without the other Party's prior written consent, which will not be unreasonably withheld, and any assignment without such required consent shall be void. Either Party may transfer or assign this Agreement, and/or any SOW to which it is a Party, and its rights and obligation thereunder, without the consent of the other Party: i) to any Affiliate or ii) to any third party with which it merges, or consolidates, or to which it transfers all or substantially all of its assets to which this Agreement relates, provided that any such proposed assignment may occur only after the assigning Party has provided the other Party with appropriate financial statements and information as to the proposed assignee, and such information reflects that the proposed assignee has a reasonable and solvent financial condition, and is and will be able to meet its obligations under this Agreement. This Agreement shall be binding on the Parties hereto and their respective successors and assigns.

19.3. Severability

If any provision of this Agreement is held to be invalid, that provision will be deemed restated to reflect the original intentions of the Parties as nearly as possible in accordance with Law, and the invalid provision will be severed from the Agreement if the remainder is capable of substantial performance. In the circumstances referred to in this Section 19.3, the Parties shall use reasonable efforts to negotiate in good faith to substitute any invalid, illegal or unenforceable provision with a valid, legal or enforceable provision which achieves to the greatest extent enforceable the original intent (and commercial position) of the Parties as would have been achieved by the original provision.

19.4. Counterparts

This Agreement and any SOW may be executed in one or more counterparts, all of which taken together will constitute one single agreement between the Parties.

19.5. Relationship of Parties

NTT DATA Services, in furnishing Services to Customer under this Agreement, is acting only as an independent contractor. Except as otherwise expressly provided, NTT DATA Services does not undertake to perform any of Customer's obligations, whether regulatory or contractual, or to assume any responsibility for any of Customer's business or operations. NTT DATA Services has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed, all work to be performed by NTT DATA Services under this Agreement.

19.6. Reserved.

19.7. Export Controls

The Parties acknowledge that certain Software and technical data to be provided under this Agreement and certain transactions under this Agreement may be subject to export controls under the Law of the United States and other countries. Neither Party will export or re-export any such items or any direct product thereof or undertake any transaction in violation of any such Law.

19.8. Third Party Beneficiaries

This Agreement is entered into solely between, and may be enforced only by, Customer and NTT DATA Services. This Agreement shall not be deemed to create any rights or causes of action in or on behalf of any third parties, including employees, suppliers and customers of a Party, or to create any obligations of a Party to any such third parties. Each party to a SOW shall be fully responsible and liable for all acts and omissions of its applicable Affiliates in relation to the SOW and shall ensure that each applicable Affiliate complies with that party's obligations under this Agreement in relation to the SOW.

19.9. Reserved.

19.10. Reserved.

19.11. Consents and Approval

Except where expressly provided as being in the discretion of a Party, where agreement, approval, acceptance, consent, or similar action by either Party is required under this Agreement, such action shall not be unreasonably delayed or withheld. An approval or consent given by a Party under this Agreement shall not relieve the other Party from responsibility for complying with the requirements of this Agreement, nor shall it be construed as a waiver of any rights under this Agreement, except as and to the extent otherwise expressly provided in such approval or consent.

19.12. Waiver of Default

A delay or omission by either Party to exercise any right or power under this Agreement shall not be construed to be a waiver thereof. A waiver by either of the Parties of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant herein contained.

19.13. Survival

Any provision of this Agreement which contemplates performance or observance subsequent to termination or expiration of this Agreement shall survive termination or expiration of this Agreement and continue in full force and effect. Termination of this Agreement shall be without prejudice to any rights, remedies, liabilities and obligations of the Parties accrued as at termination.

19.14. Reserved.

19.15. Covenant of Good Faith and Fair Dealing

Each Party agrees that, in its respective dealings with the other Party under or in connection with this Agreement, it shall act reasonably, in good faith and with fair dealing.

19.16. Entire Agreement; Amendment

In entering into this Agreement, neither Party is relying upon any representations or statements of the other that are not fully expressed in this Agreement; rather each Party is relying on its own judgment and due diligence. No change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the Party against which such change, waiver or discharge is sought to be enforced.

SCHEDULE A to MSA**DEFINITIONS**

In this Schedule, unless otherwise specified, references to Sections, Schedules, Attachments and Exhibits are to Sections of, and Schedules, Attachments and Exhibits to, the Agreement, as updated from time to time in accordance with the Agreement.

In this Agreement, each term set forth below has the respective meaning set forth opposite the term:

"Affiliate" or "affiliate"	means, NTT Data International L.L.C., NTT DATA Services International Holdings B.V. or any entity Controlled by either of them.
"Agreement"	has the meaning set out in the introductory paragraph of the Master Services Agreement.
"Attachments"	means the attachments to the Schedules.
"Average Monthly Charge"	means, in any month, an amount equal to the average of the monthly Charges payable by Customer under the Contract, including payment by State or End User in the preceding six (6) months, excluding taxes, expenses and pass-through charges.
"Business Day" or "business day"	means any day from Monday through Friday, excluding public holidays observed by NTT DATA Services in the United States.
"Business Hours" or "business hours"	means 8:00 a.m. to 5:00 p.m. local time during Business Days at the location where the applicable Services are provided.
"Change"	means any change or modification in the Services, the schedule for performing the Services, or the cost or budget for performing the Services including any material changes in the Software or Equipment. For the sake of clarity, a SOW may set forth specific parameters of the Services (such as addition or removal of users or addition or removal of equipment) that may be modified by written agreement of the Parties without undergoing the Change Control Process, and such modifications shall not constitute "Changes" for purposes of this Agreement or be subject to the Change Control Process.
"Change Control Procedures" or "Change Control Process"	means the process set forth in <u>Schedule B</u> .
"Change Coordinator"	has the meaning set forth in <u>Schedule B</u> .
"Change Management"	has the meaning set forth in <u>Schedule B</u> .
"Change Order"	has the meaning given in <u>Schedule B</u> .
"Charges"	means all fees and charges payable by Customer under the Agreement and all SOWs in force from time to time.
"Claim"	means any claim, demand, cause of action or other proceeding.

"Client Executive"	has the meaning set forth in <u>Section 9.1</u> .
"Commercially Reasonable Efforts"	means taking all steps and performing in such a manner as a well-managed company would undertake where it was acting in a prudent and reasonable manner to achieve a particular desired result for its benefit.
"Confidential Information"	means, with respect to a Party, all non-public written, electronic, and oral proprietary information communicated to the other Party (or obtained by such other Party while at the Party's premises) during the Term in connection with this Agreement or any SOW, including (i) with respect to Customer, information relating to Customer's services, methodologies, business plans, finances, marketing plans, products, customers (and their non-public personal information) or prospects, or other proprietary information of Customer (ii) with respect to NTT DATA Services, all costing, pricing, software, technology, techniques, processes, methodologies, and other proprietary information of NTT DATA Services, and (iii) with respect to each Party, the terms of this Agreement and each SOW. Confidential Information will not include information that (A) was known by the Receiving Party without an obligation of confidentiality before its receipt from the Disclosing Party, (B) is independently developed by the Receiving Party, (C) is or becomes publicly available without a breach by the Receiving Party of this Agreement, or (D) is disclosed to the Receiving Party by a third person who is not required to maintain its confidentiality.
"Control" and its derivatives	means with regard to any entity, the legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the capital stock (or other ownership interest, if not a corporation) of such entity ordinarily having voting rights.
"Customer"	has the meaning set forth in the preamble to the Agreement.
"Customer Applicable Law"	means Law applicable to Customer.
"Customer Data"	means all data and information that Customer submits to NTT DATA Services, or that NTT DATA Services accesses that originated from Customer, in connection with the Services.
"Customer Equipment"	means Equipment that is owned or leased by Customer..
"Customer Facilities"	means any facilities or premises owned, leased or occupied by Customer.
"Customer Personnel"	means employees, agents and Third Party Contractors of Customer (other than NTT DATA Services and NTT DATA Services Personnel).
"Customer Required Consents"	means any consent, approval or authorization from a third party or third parties necessary to grant NTT DATA Services, NTT DATA Services Personnel and subcontractors and Affiliates of NTT DATA Services (i) the right to use, access and/or move the Customer Software and

	Developed Customer Software; (ii) the right to use, access and/or move the Customer Equipment; and (iii) to access and use the Customer Facilities, in each case as provided in the Agreement or to perform the Services.
"Customer Software"	means Software that is owned or licenses by Customer from a third party (other than NTT DATA Services or any Affiliate of NTT DATA Services).
"Developed Customer Software"	means modifications to, or upgrades or enhancements (derivative works) of, Customer Software.
"Developed NTT DATA Services Software"	means any Software developed under this Agreement that is not Developed Customer Software including tools used to provide the Services and modifications to, or upgrades or enhancements (derivative works) of, NTT DATA Services Software.
"Disabling Code"	means code that is intended to disable or otherwise shut down all or any portion of any system, Software or Equipment, provided that code that serves the function of ensuring software license compliance (including passwords) shall not be deemed disabling code.
"Dispute"	has the meaning set forth in <u>Section 17.1</u> .
"Dispute Demand"	has the meaning set forth in <u>Section 17.2</u> .
"ECI"	means the Employment Cost Index, Total Compensation, Not Seasonally Adjusted, Private Industry for Professional, Scientific, and Technical Services published by the Bureau of Labor Statistics of the United States Department of Labor or, if such index ceases to be published, then another comparable measure agreed to by NTT DATA Services and Customer.
"Effective Date"	has the meaning given in the preamble to the Agreement.
"Equipment"	means computing, networking and communications equipment.
"Exhibit"	means an exhibit to the Agreement.
"Force Majeure"	has the meaning given in <u>Section 16.5</u> .
"Indemnifying Party"	has the meaning given in <u>Section 15.3</u> .
"Indemnified Party"	has the meaning set forth in <u>Section 15.3</u> .
"Insolvent Party"	has the meaning given in <u>Section 18.3</u> .
"Intellectual Property Rights"	means all copyrights, patents, trademarks, service marks and trade secrets.
"IT"	means information technology.
"JAMS"	has the meaning set forth in <u>Section 17.3</u> .

"Law" and its derivatives	means any declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction of or by any governmental authority, including any such Law in modified or supplemented form and any newly adopted Law replacing a previous Law.
"Losses"	<p>means, in relation to any third party Claim against which the Indemnifying Party is obligated to indemnify or defend the Indemnified Party under this Agreement:</p> <p>(i) any amounts finally awarded by a court or tribunal of competent jurisdiction or arbitrator to a third party and payable by the Indemnified Party in respect of the Claim after the Indemnifying Party has presented its defenses (or after the Indemnifying Party elected not, or did not elect, to defend the Claim in accordance with <u>Section 15.5</u>, or failed to, defend such Indemnifiable Claims); and</p> <p>(ii) any amount payable by the Indemnified Party to a third party in settlement of the Claim to the extent such amount was agreed to in writing by the Indemnifying Party; and</p> <p>(iii) any monetary fine or monetary penalty imposed against the Indemnified Party by a court of competent jurisdiction, arbitrator, applicable governmental authority or regulator in respect of the Claim after the Indemnifying Party has presented its defenses (or after the Indemnifying Party elected not, or did not elect, to defend the Claim in accordance with <u>Section 15.5</u>, or failed to, defend the Claim); and</p> <p>(iv) any interest finally awarded against the Indemnified Party by a court of competent jurisdiction, arbitrator, applicable governmental authority or regulator in respect of the above; and</p> <p>(v) reasonable attorneys' fees and other out-of-pocket expenses reasonably incurred by the Indemnified Party in defending the Claim if the Indemnifying Party elected not, or did not elect, to defend the Claim in accordance with <u>Section 15.5</u>, or failed to defend the Claim; and reasonable attorneys' fees and other out-of-pocket expenses reasonably incurred by the Indemnified Party in defending the Claim from the time the Indemnified Party receives notice of the Claim until the Indemnifying Party assumes the defense of the Claim; provided, however, if the Indemnified Party fails to notify the Indemnifying Party of the Claim within the ten (10) day period referenced in <u>Section 15.5.1</u>, the Indemnifying Party shall not be responsible for any such fees or expenses incurred by the Indemnified Party during the period beginning at the end of such ten (10) day period and ending on the date the Indemnified Party notifies the Indemnifying Party of the Claim.</p>
"Malicious Code"	means: (a) any program code, or programming routines or instructions intentionally constructed to damage, improperly interfere with, surreptitiously intercept or expropriate from, or otherwise adversely affect computer systems, information systems, programs, data, data files, systems, Equipment or operations; or (b) any code generally designated to be a virus, worm, time or logic bomb, trojan horse, backdoor, trapdoor or similar device which is intended to damage, improperly interfere with, surreptitiously intercept or expropriate from, or otherwise adversely affect computer systems, information systems, programs, data, data files, systems, Equipment or operations.

"Non-Software Materials"	means works of authorship other than Software generated under this Agreement, such as manuals, training materials and other materials containing NTT DATA Services' technical or operational procedures (including any procedures manual and the Change Control Procedures).
"Notice of Election"	has the meaning given in <u>Section 15.5.1</u> .
"NTT DATA Services"	has the meaning set forth in the preamble to the Agreement.
"NTT DATA Services Applicable Law"	means Law directly applicable to NTT DATA Services or its Affiliates and their provision of the Services.
"NTT DATA Services Equipment"	means Equipment, other than Customer Equipment, owned by NTT DATA Services or its Affiliates or leased by them from a third party and used by NTT DATA Services to provide the Services.
"NTT DATA Services Facilities"	has the meaning given in <u>Section 7.2</u> .
"NTT DATA Services Personnel"	means those employees and independent contractors of NTT DATA Services, its Affiliates, and their subcontractors, who are assigned by NTT DATA Services to perform any Services under this Agreement, and where the context permits, NTT DATA Services Personnel may include both individuals and entities.
"NTT DATA Services Required Consents"	means any consent, approval or authorization from a third party or third parties necessary to grant Customer (i) the right to use and/or access the NTT DATA Services Software and Developed NTT DATA Services Software; (ii) the right to use and/or access the NTT DATA Services Equipment; and (iii) to access the NTT DATA Services Facilities, in each case as provided in the Agreement.
"NTT DATA Services Software"	means Software, other than Customer Software, that is owned or licensed by NTT DATA Services or its Affiliates from a third party and used by NTT DATA Services to provide the Services.
"Out-of-Pocket Expenses"	has the meaning set forth in <u>Section Error! Reference source not found.</u>
"Parties"	means Customer and NTT DATA Services, collectively.
"Party"	means Customer or NTT DATA Services, as the case may be.
"Receiving Party"	has the meaning given in <u>Section 10.2.1</u> .
"Records"	has the meaning set forth in <u>Section Error! Reference source not found.</u>
"Relationship Manager"	has the meaning given in <u>Section 9.1</u> .
"Schedules"	means the Schedules to the Agreement or to any SOW, as the context indicates.

"Services"	means the services to be provided by NTT DATA Services under each SOW in force from time to time.
"Service Levels"	means the quantitative performance standards for the Services set forth in the Service Levels Schedule (if any) to a SOW.
"Software"	means any software, library, utility, tool, or other computer or program code, as well as the related media, printed materials, online and electronic documentation and any copies thereof.
"SOW" or "Statement of Work"	has the meaning set forth in <u>Section 3.1</u> .
"Term"	has the meaning given in <u>Section 2</u> .
"Third-Party Products"	means any products, software, or services that are manufactured, provided, licensed, created or performed by an entity other than NTT DATA Services.

SCHEDULE B

CHANGE CONTROL PROCEDURES

1. General Provisions

- 1.1. General. This Schedule constitutes the Change Control Procedures for the purposes of the Agreement. It sets forth the procedures the Parties will follow to initiate, review and approve or reject Changes and other issues and circumstances specifically described in the Agreement as to be determined or addressed in accordance with the Change Control Procedures, each of which shall for purposes of this Schedule be considered a Change.
- 1.2. References. All references in this Schedule to Sections and Attachments shall be to sections of and attachments to this Schedule, unless another reference is provided.
- 1.3. Definitions. Terms capitalized herein but not defined herein shall have the meaning set forth in the Contract, Agreement or another Schedule thereto.

2. Change Control Procedures

- 2.1. Change Coordinators. Each Party shall appoint a "Change Coordinator" who will serve as its principal point of contact with respect to Changes. Upon not less than ten (10) days' notice to the other Party, a Party may change its Change Coordinator or delegate some or all of his or her responsibilities with respect to particular Services or a particular SOW to another qualified representative of such Party.
- 2.2. Change Orders.
 - 2.2.1. Unless otherwise agreed by the Parties, all requests or requirements for Changes by Customer or NTT DATA Services shall be communicated by the requesting Party's Change Coordinator or his designee to the other Party's Change Coordinator or his designee. The Parties will follow the process described in this Section to initiate, review and approve or reject such a Change, and implement such a Change.
 - 2.2.2. NTT DATA Services will submit a draft change order substantially in the form set forth in Attachment 1 hereto incorporating the applicable Change(s) to Customer's Change Coordinator or his designee for approval who will evaluate and, within sixty (60) days, approve or reject such change order. If Customer approves and executes the draft change order without changes, NTT DATA Services will promptly execute the change order. If, after sixty (60) days, Customer has not executed the draft change order, then the proposed document will be closed without action unless otherwise mutually agreed in writing by the Parties. Unless NTT DATA Services specifies a shorter period, the estimates provided by NTT DATA Services in any draft change order are valid for sixty (60) days after the date of the applicable document. If Customer has not executed the draft change order within such sixty (60) day time period, NTT DATA Services reserves the right to revise the estimates. No draft change order will be effective unless executed by the Parties. A change order executed by the Parties shall be referred to as a "**Change Order**".
- 2.3. SOWs
 - 2.3.1. Any Change that involves a project for which additional Charges may apply shall only be made pursuant to a SOW executed by the Parties.
 - 2.3.2. NTT DATA Services shall create any required SOW as soon as reasonably practicable after receiving notice from Customer as to the approval in principle of the applicable Change. Upon completion, NTT DATA Services will submit the completed SOW to the Customer Change

Coordinator or their designee for approval who will evaluate the same and, within sixty (60) days, approve or reject such SOW. If, after sixty (60) days, Customer has not executed the proposed SOW, then the proposed document will be closed without action unless otherwise mutually agreed by the Parties. Unless NTT DATA Services specifies a shorter period, the estimates provided by NTT DATA Services in the SOW are valid for sixty (60) days after the date of the applicable document. If Customer has not executed the SOW within such sixty (60) day (or shorter) time period, NTT DATA Services reserves the right to revise the estimates.

2.4. Implementation of Change Orders and SOWs.

- 2.4.1. Upon execution of a Change Order or SOW by both Parties, each Party shall comply with its obligations set forth in the executed document.
- 2.4.2. The Parties will prioritize such newly approved Change Orders and SOWs in conjunction with other outstanding Change Orders and SOWs. The Parties will discuss such prioritization in light of available resources and implementation schedules and shall reach a mutual decision regarding the priority of such Change Order or SOW in the workload queue.
- 2.4.3. After approval or rejection of a Change Order or SOW, the Parties will take action to inform affected parties of the approved or rejected status of the Change Order or SOW. If a Change Order or SOW is rejected, Customer will promptly communicate to NTT DATA Services the reasons for the rejection.

2.5. Change Management.

"Change Management" is NTT DATA Services' standard process for the planning, testing, coordinating, implementing, and monitoring of technical changes affecting delivery of the Services and Customer's operating environments without adversely impacting delivery of the Services, and is separate from the Change Control Procedures.

Attachment B-1: Change Order (CO)

This Change Order (“CO”) is made between NTT DATA Services, LLC (“NTT DATA Services”) and [] (“Customer”) pursuant to that certain Master Services Agreement with an effective date of __, 201[] entered into by and between NTT DATA Services and Customer (the “Agreement”). This CO relates only to the SOW(s) specified below, and is incorporated into and forms part of such SOW(s). This CO does not affect any other SOW.

GENERAL INFORMATION

CO Number:		Revision Number:	
Create Date:		Revision Date:	
CO Title:			
Affected SOW(s):			
Customer Representative:	Name:	Email:	Phone:
Change Initiator: (prepared by)	Name:	Email:	Phone:

SCOPE OF CHANGE

Reason for Change:	(Include description of existing state)		
Description of Desired Change:	(Detailed description of the Change, including the document sections, and attach an electronically updated version)		
Effect of Change:	(Include description of impact if implemented and if NOT implemented)		
	In the fields below, identify impact to Budget, Schedule, Quality, Quantity, Resources, and Cost; insert N/A if not applicable.		
	Budget:	Schedule:	Quality:
	Quantity:	Resources:	Cost:
	Cost to be paid by:		

SIGNATURE

Signatures below signify acceptance of the Change detailed above.

For NTT DATA Services, LLC		For []	
Signature		Signature:	
Printed Name:		Printed Name	

Title:		Title:	
Date:		Date:	



**Attachment B to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH NTT DATA, INC.
RESULTING FROM SOLICITATION NO. 0900000383**

The Statement of Work for End User Computing for the State of Oklahoma is hereby amended as set forth below and supersedes all prior documents submitted by NTT Data, Inc. or discussed by the parties.

Statement of Work for End User Computing for the State of Oklahoma

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1. Defined Terms

Defined Terms. Capitalized terms used in this SOW but not otherwise defined shall have the meanings set forth below:

Term
“Active Directory (AD)” is a directory service developed by Microsoft for Windows domain networks. It is included in most Windows Server operating systems as a set of processes and services.
“Additional Support Services” means the additional Services described in Section 2.13.
“Application Packaging” prepares software applications with the appropriate patches, service packs, add-on modules, and fixes bundled and readied for deployment in the end-user computing environment.
“Application Specification Document (ASD)” is a formal document used to describe a product's intended capabilities, appearance, and interactions with users in detail for software developers.
“Applications” shall mean the software programs that are owned or licensed by the State.
“Asset Management Database (AMDB)” shall mean the database used to keep track of the state of assets such as products, systems, software, facilities, and people as they exist at specific points in time. An AMDB helps an organization understand the type, location, configuration, ownership, and installed software of computers, printers, and personal computer software.
“Asset Management (ITAM)” shall mean the execution of supplier-provided methods, tools, and procedures to manage equipment, software, and other tangible assets commencing with a State-approved procurement request through the asset lifecycle, terminating with the asset's final disposition.
“Asset(s)” shall mean the tangible items stored in an AMDB such as computers, printers and software.
“Authorized End User” shall mean, unless otherwise indicated, officers, directors, employees, contractors, agents, customers, and vendors of The State of Oklahoma and any other person(s) designated by The State of Oklahoma to receive or use the Services provided by NTT DATA.
“Automated Call Distribution (ACD)” shall mean the software application provided by NTT DATA and used by the Level 1 Service Desk that automatically answers incoming calls and provides the caller with directions in order to route the caller to the appropriate Service Desk Agent.
“Average Hourly Contacts” shall mean the rolling twelve (12)-month average of Contacts for same day of week, same hour(s) of day.
“Base Fee” shall mean the applicable Base Fee per Month, which is the sum of the Monthly Fixed Base Fee and the Estimated Monthly Contacts Base Fee (which itself is the sum of the products, per Contact type, of the Contacts Baseline and per Contact Fee) for such Month.
“Build” means a copy of the manufacturer's operating system, where configuration settings and Supported Software are applied in task sequence work.
“Business Critical Users” means the Users designated by the State to receive an escalated level of support, which designation, together with the Executive Users, cannot exceed two percent of the then-current User population.
“Business Day” shall mean each Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time, through the Contract Term but excludes the State- or NTT DATA-recognized holidays.
“CAB” shall mean Change Advisory Board.
“Change Control Procedure” shall mean the procedure to ensure that all Changes are controlled, including the submission, analysis, decision making, approval, implementation, documentation, and post implementation of the Change.

Term
“Change Management Process” shall have the meaning of the IT process and procedures aimed to minimize the number and impact of Incidents related to changes in IT infrastructure, software, or processes.
“Change Management Process” shall have the meaning set forth in Row (□42) of Table (A) in Section 4.2.
“Change Manager” shall have the meaning of the Service Management functional role responsible to manage and operate the Change Management Process.
“Change Requests” shall mean a document containing a call for an adjustment of a system; it is of great importance in the Change Management Process.
“Chat Services” means a session between a User and a Service Desk Agent (i.e., means an electronically written, real-time message over a web-based application (e.g., instant messaging or internet relay chat) between a User and a Service Desk Agent).
“Cherwell” shall mean Client’s service management workflow system licensed by the State from Cherwell which is used to record, track, and manage Incidents and Requests.
“Client Remediation Support” delivers service support in case of unsuccessful rollout of patches, applications and deployment management troubleshooting.
“Client” shall mean the State of Oklahoma by and through the Office of Management and Enterprise Services.
“Configuration Management Database (CMDB)” means the configuration management database in Cherwell.
“Co-Management” means the management of a Windows 10 device with both Traditional Management and Modern Management platforms.
“Commencement” – The Transition period will commence two weeks after contract signature or as agreed between both parties.
“Common-off-the-Shelf / Commercial-off-the-Shelf (COTS)” is a formal term for commercial items, including services, available in the commercial marketplace that can be bought and used under government contract. For example, Microsoft is a COTS software provider.
“Contact” shall mean an Email/Self-Service/Web Chat Contact, an Inbound Call Contact (including a Wrong Number Contact), or a Follow-Up Call Back Contact.
“Contacts Baseline” shall mean the applicable Contacts Baseline value per Contact type per Month which is used in calculating a high contact event.
“Contract Period Beginning Month” shall mean the Contract Period beginning month. For the avoidance of doubt the period shall begin on the first day of the Month.
“Contract Period Ending Month” shall mean the Contract Period ending month. For the avoidance of doubt the period shall end on the last day of the Month.
“Contract Period Number of Months” shall mean the duration, in months, of the Contract Period.
“Contract Period Number” shall mean an identifying number for reference only.
“Contract Period” shall mean the period of time during this SOW for which Base Fee, Contacts Baseline and Per Contact Fee shall apply.
“Core and Common Software” means the up to 40 software identified by the State as the State’s primary software.
“Critical Service Level” means any Service Level designated as "critical" by the State of Oklahoma, and with respect to which the State may become entitled to receive a Service Level Credit as a result of a Service Level Default.
“Customer Satisfaction (CSAT) shall have the meaning of a measure of how services supplied by an organization meets customer expectations.

Term
“Definitive Software Library (DSL)” is a secure location, consisting of physical media or a software repository located on a network file server, in which the definitive authorized versions of all software configuration items (CIs) are stored and protected.
“Deployment Rings” means groups of devices used to initially test, and then to broadly deploy, each Feature Update in an organization.
“Devices” shall mean personal computers, laptop computers, and tablets used by End Users.
“DevOps” shall mean a set of practices that combines software development (Dev) and information-technology operations (Ops) which aims to shorten the systems development lifecycle.
“Digital Services Online (DSO)” shall mean a computer program developed and owned by NTT DATA used to provide information technology automation in support of End User Services.
“Disposal” has the meaning set forth in Section 5.2.1.5.
“Dispute Resolution Process” shall have the meaning set forth in Row (44) of Table (A) in Section 4.2.
“DVS Applications Use Case” means the Use Case designation for a User who only has access to Supported Software directly through any internet-connected DVS platform compatible non-State-owned device as needed by the User. Examples of target Users will include contractors, State partners, consultants, and Users with limited application needs.
“DVS Desktop Essentials Use Case” means the Use Case designation for a User with thin client Hardware that is owned or leased by the State or End Users, with multiple User sessions sharing compute resources of a single Virtual Server. Examples of target Users will include standard Users, task- based Users, and Call Center Users.
“DVS Elements Use Case” means the Use Case designation for a User with Hardware that is Locked Down and owned or leased by the State or End Users, with some applicable Supported Software residing on such Hardware while other applicable Supported Software will be provided to such Hardware through the Client network or DVS Environment as needed by the User. Examples of target Users will include Sales members, frequent travelers, and users with applications that cannot be added to the virtual environment.
“DVS” is an acronym for Desktop Virtualization Solution. Desktop Virtualization is software technology that separates the desktop environment from the physical client device that is used to access it.
“Email/Self-Service/Web Chat Contact” shall mean (a) any email reaching the Level 1 Service Desk group mailbox or (b) any self-service ticket which is entered by an End User through the self-service functionality of the Ticketing System and which reaches the Level 1 Service Desk, (c) any web chat session which is initiated by the End User which reaches the Level1 Service Desk and, in all cases, requiring and actually resulting in an action by a Service Desk Agent. For the avoidance of doubt, such Email/Self-Service/Web Chat Contact includes the required/resulting opening of a ticket, assignment of the ticket, email or Web Chat exchange with the End User or other action(s) by a Service Desk Agent; provided, however, that this sentence shall not preclude NTT DATA from charging the State for any follow-up Call Back Contact. This definition contemplates each inbound communication with the Level 1 Service Desk, but the parties acknowledge and agree that Email/Self-Service Contacts may be measured by NTT DATA at different points in the process of providing Level 1 Support so long as the resulting count is equivalent to the actual number of Email/Self-Service/Web Chat Contacts per this definition.
“Email/Self-Service/Web Chat Contact” shall mean (a) any email reaching the Level 1 Service Desk group mailbox or (b) any self-service ticket which is entered by an End User through the self-service functionality of the Ticketing System and which reaches the Level 1 Service Desk, (c) any web chat session which is initiated by the End User which reaches the Level 1 Service Desk and, in all cases, requiring and actually resulting in an action by a Service Desk Agent. For the avoidance of doubt, such Email/Self-Service/Web Chat Contact includes the required/resulting opening of a ticket, assignment of the ticket, email or Web Chat exchange with the End User or other action(s) by a Service Desk Agent; provided however, that this sentence shall not preclude NTT DATA from charging the State for any

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Follow-Up Call Back Contact. This definition contemplates each inbound communication with the Level 1 Service Desk, but the parties acknowledge and agree that Email/Self-Service Contacts may be measured by NTT DATA at different points in the process of providing Level 1 Support so long as the resulting count is equivalent to the actual number of Email/Self-Service/Web Chat Contacts per this definition.
“End User” shall mean a State agency or an individual user who is authorized by the State to access and use the computers and software, which includes State of Oklahoma employees.
“Enterprise Mobility Management (EMM)” is a work approach in which employees can do their jobs from anywhere using a variety of devices and applications. The term commonly refers to the use of mobile devices, such as smartphones and tablets, for business purposes.
“Escalated Support” means support that NTT DATA, the State, or the applicable Third-Party service provider is to provide when an Incident or Service Request is escalated to them.
“Executive Users” means the Users designated by the State to receive an enhanced level of support, which designation, together with the Business-Critical Users, cannot exceed two percent of the then-current User population.
“Feature Updates” means newly added features to Windows 10, released twice per year by Microsoft, around March and September and delivered in bite-sized chunks compared to the previous practice of Windows releases every 3-5 years.
“Field Services” means the services, functions, and responsibilities set forth in Section 5.
“Field Services” shall mean the NTT DATA organizational group responsible to provide installation, maintenance and repair of End User hardware and software.
“Flexera” shall mean the products developed and licensed by Flexera Corporation and utilized by NTT DATA for hardware and software Asset Management.
“Follow-up Call Back Contact” shall mean any outbound call generated by a Service Desk Agent as a follow up on a ticket typically to request additional information for proper handling of the subject Incident or Request (but only when the Service Desk Agent has not missed a previous opportunity to request such additional information) or in response to an End User request for status or information about the subject Incident or Request (but only when such request is not part of another Contact).
“Go Live Date” is the agreed commencement date of this SOW; shall mean April 2, 2020, unless otherwise modified by the parties in the Transition Plan.
“Grace Period” shall mean the time period commencing on the Go Live Date and ending on the last day of the third full month after the month in which the Go Live Date occurs. For example, if the Go Live Date is April 2, the Grace Period commences on the Go Live Date and ends on June 31 of the same calendar year.
“Hardware Install” means each (a) installation of Supported Hardware at a User location, including installation of up to (i) three associated Supported Software, (ii) connection of up to three associated peripheral devices (not otherwise included in the definition of Hardware) and (iii) transferring of up to 20 GB of data from the User's legacy Hardware to the installed Supported Hardware, and (b) physical migration of a Use Case designation from a Traditional Use Case to a Mixed Use Case or Virtual Use Case.
“Hardware Move” means each disconnect and reconnect of Supported Hardware and the associated peripherals from one User location to another User location.
“Hardware” means personal computing equipment (including desktops, notebooks, workstations, and thin clients) and includes (a) associated monitors, keyboards, controllers (e.g., mice, roller balls, and styluses), cables, docking stations, internal web cameras, and internal storage devices, but excludes (b) printers, external cameras, external storage devices, and mobile devices.
“Hardware” or “Equipment” shall mean personal computing equipment (including desktops, notebooks, workstations, and thin clients) and includes (a) associated monitors, keyboards, controllers (e.g., mice,

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roller balls, and styluses), cables, docking stations, internal web cameras, and internal storage devices, but excludes (b) printers, external cameras, external storage devices, and mobile devices.
“High Contact Volume Event” shall have the meaning set forth in Attachment A2-Priority and Service Level Definitions, Section 2 Definitions of Service Levels and Key Measures (f) and (g).
“High Severity” shall mean severity of an Incident that classified as a Priority 1 or Priority 2. For the avoidance of doubt, Incident priority levels are described in Attachment A2-Priority and Service Level Definitions.
“IAITAM” shall mean the International Association of IT Asset Managers. The IAITAM is a large organization that provides education, certification, and thought leadership to the ITAM community of professionals.
“IMACD” shall mean installation, move, add, change, and deletion/disposal activities that consist of installing, de-installing, changing, or moving Supported Infrastructure, such as (a) PCs and peripherals (such as keyboard, mouse, speakers, docking station, and desk phone), all of which are included as a single IMACD event and (b) printing devices.
“Image Management” includes the development of the images and establishment of deployment methods, including zero-touch system deployment, network or pre-installation environment boot, and Custom Factory Integration (CFI).
“Image” means an operating system that has been engineered with core settings and configured with Supported Software.
“Inbound Call Contact” shall mean any inbound phone call that is answered by a Service Desk Agent and requiring and actually resulting in an action by a Service Desk Agent. For the avoidance of doubt, such Inbound Call Contact includes the required/resulting opening of a ticket, resolution of the Incident or Request, assignment of the ticket or other action(s) by a Service Desk Agent; provided however, that this sentence shall not preclude NTT DATA from charging the State for any Follow-Up Call Back Contact. For the avoidance of doubt, any call to the Level 1 Service Desk to request additional assistance for, or to follow up on, an Incident or Request previously reported to the Service Desk shall be counted as an Inbound Call Contact.
“Incident Aging” shall have the meaning of the time period in which an Incident ticket remains unresolved beyond its prescribed Service Level.
“Incident” means an unplanned interruption to Supported Hardware or Supported Software or a reduction in the performance of Supported Hardware or Supported Software.
“Incident” shall mean an event or problem that prevents or degrades an End User’s access and use of the software.
“Information Technology Infrastructure Library (ITIL)” is set of widely recognized detailed practices for IT service management (ITSM) that focuses on aligning IT services with the needs of business. ITIL is the organizational structure and skill requirements of an information technology organization and set of standard operational management procedures and practices that allow such organization to manage its information technology operation and associated infrastructure as promulgated by the UK Government's Office of Government Commerce from time to time.
“Information Technology Service Management (ITSM)” shall have the meaning of the policies, processes, and procedures that are executed by an organization to design, plan, operate, and control IT services.
“Insider Preview” means Builds that are made available during the development of the features that will be shipped in the next Feature Update, enabling organizations to validate new features as well as compatibility with existing apps and infrastructure, providing feedback to Microsoft on any issues encountered.
“Inventory Collection Engine” shall mean the program module in Flexera software that performs the function of scanning, discovering, and storing of Asset metadata in its AMDB.

Term
“IT Walk-Up Bar” has the meaning set forth in Section 2.15.
“ITAM” shall mean the set of business practices that join financial, contractual and inventory functions to support life cycle management and strategic decision making for the IT environment. Assets include all elements of software and hardware that are found in the business environment.
“Key Campus Locations” means those State of Oklahoma locations designated as Campus Locations.
“Key Performance Indicator (KPI)” shall have the meaning of a performance measurement to evaluate the success of an organization or of a particular activity such as a project, product. or service.
“Level 1 Service Desk” shall mean the Service Desk provided by NTT DATA under this SOW, consisting of Level 1 Support.
“Level 1 Support” shall mean that portion of the Services described in Table (B) of Section 4.2, which in summary is the first point of contact for End Users to report Incidents or submit Requests.
“Level 2 Support” shall have the meaning set forth in Row (1) of Table (D) in Section 4.2.
“Level 2 Support Resources” shall have the meaning set forth in Row (1) of Table (D) in Section 4.2.
“License Optimization” shall mean the tools and process that enable the efficient use of software licenses. License is the practice used to reconcile software licenses and installed software, and generally include device discovery, software inventory, license compliance, and reporting functions.
“Lifecycle Management” shall mean the process of managing the entire lifecycle of Assets from acquisition through disposal.
“Locked Down” means a restricted desktop where the User does not have local administrator privileges.
“Major Changes” shall mean any information technology change, governed under the change management process that is exceptionally large in scope or that presents a very high risk to the IT environment through its execution.
“Managed” shall mean the designation that an End User, or the State of Oklahoma on the End User's behalf, has elected to enroll that End User in a maintenance program and entitled to the services described in the SOW. For the avoidance of doubt, a Managed End User is entitled to the Services described in the SOW and the State or End User, as applicable, will be charged the fee described in this SOW for such services.
“Measurement Window” means the time during, or frequency by which a Service Level shall be measured.
“Microsoft Deployment Toolkit (MDT)” is a computer program that permits network deployment of Microsoft Windows and Microsoft Office. MDT can help build an automated installation source for deploying Windows operating systems.
“Microsoft System Center Configuration Manager (SCCM)” is a systems management software product developed by Microsoft for managing large groups of computers running Windows NT, Windows Embedded, macOS (OS X), Linux or UNIX, as well as Windows Phone, Symbian, iOS, and Android mobile operating systems. Configuration Manager provides remote control, patch management, software distribution, operating system deployment, network access protection, and hardware and software inventory. Also commonly referred to as Microsoft Configuration Manager.
“Microsoft Windows 10 Modern Management” is an operational support and management service for Microsoft Windows as a Service (i.e., Windows 10 Servicing). The Service includes management and support of the Systems Management infrastructure, feature updates, quality updates, servicing channels, insider previews, and deployment rings.
“Mixed Use Case” means the Use Case designation for a User with Hardware owned or leased by the State or End Users configured to operate as both a Traditional Use Case (i.e., accessing applicable Supported Software residing on such Hardware) and a Virtual Use Case (i.e., accessing applicable Supported Software through the Client network or DVS Environment).

Term
“Mobile Device Management (MDM)” is an industry term for the administration of mobile devices, such as smartphones, tablet computers, and laptops. MDM is usually implemented with the use of a Third-Party product that has management features for particular vendors of mobile devices.
“Modern Management” means a management approach based on the mobility management features in Windows 10, and the ability to provision and manage a device without the traditional management platform. Modern management platforms are often referred to as Mobile Device Management (MDM) or Enterprise Mobility Management (EMM).
“Month” shall mean each calendar month during the Contract Term.
“MSIX” is the Windows app package format. The MSIX package format preserves the functionality of existing app packages and/or install files in addition to enabling new, modern packaging and deployment features to Win32, WPF, and WinForm apps.
“NextGen Apps Use Case” means the Use Case designation for a User who only has access to Supported Software directly through an internet-connected DVS platform compatible Client owned device and may also access Supported Software through an internet connected DVS platform compatible non-Client owned device as needed by the User. The NextGen Applications user has the same DVS resources as a DVS Applications user.
“NextGen Desktop Use Case” means the Use Case designation for a User who only has access to Supported Software directly through an internet-connected DVS platform compatible Client owned device and may also access Supported Software through an internet connected DVS platform compatible non-Client owned device as needed by the User. The NextGen Desktop user has the same DVS resources as the DVS Desktop user.
“NTT DATA Service Location” means a Service Location owned or leased by NTT DATA.
“OPC Desk” means support that is provided by NTT DATA Service Desk Agents as an entry point for Incidents and Service Requests at the Service Desk.
“Operating Level Agreement (OLA)” shall have the meaning of the internal agreement between the IT service provider and other internal organizations or an external vendor or supplier. The concept is similar to an SLA but the customer, in this example, is the service provider.
“Optional Services” means the Services set forth in Article 4.
“Out of Vendor Support” shall mean the condition of computer hardware or software when the manufacturer, or developer has deemed hardware or software products at the end of their supported life and is not willing to provide hardware or software updates, patches or inherent fault correction services.
“Outbound Warm Transfer” shall mean the transfer of a call to a support team outside of the Level 1 Service Desk from an End User having a verbal conversation with the Level 1 Service Desk regarding an Incident or Request.
“Out-of-Warranty” shall mean the condition of computer hardware or software when warranty protection agreements have expired thus the hardware or software is considered to not be protected by warranty services.
“Patch Management” delivers activities related to planning, scheduling and controlling the test and production deployment of security, operating systems and application updates for remediation of vulnerabilities and enhancement of functionalities within the environment.
“Patches” means State-approved security patches.
“Per Contact Fee” shall mean the applicable Per Contact Fee value per Contact type per Month in the event the actual number of Contacts differs from the Contacts Baseline.
“Phased Rollout” means the assumption of service approach described in section 3.13 of this SOW.
“Platform” means a single instance of the ServiceNow platform used to organize and structure the policies, processes, and supporting procedures.

Term
<p>“Project Management Office (PMO)” shall mean a group or department within a business, government agency, or enterprise that defines and maintains standards for project management within the organization. The PMO strives to standardize and introduce economies of repetition in the execution of projects. The PMO is the source of documentation, guidance, and metrics on the practice of project management and execution.</p>
<p>“Point of Contact” shall mean the designated person responsible to represent NTT DATA’s specialized interest in the matter of Asset Management to the State.</p>
<p>“Priority Level” means the priority category assigned to an Incident or Service Request in accordance with Attachment A2, Priority and Service Level Definitions.</p>
<p>“Problem Manager” shall have the meaning of the Service Management functional role responsible to manage and operate the Problem Management Process.</p>
<p>“Procurement Desk” means the single point of contact between NTT DATA and the Users that manage Procurement Requests.</p>
<p>“Procurement Request” means a request from a User with respect to the procurement of hardware and software.</p>
<p>“Project Management Methodology” shall mean processes and procedures used to initiate, plan, execute, control, and close the work of a team to achieve specific goals and meet specific success criteria at the specified time. The primary aim of a project management methodology is to provide a repeatable set of processes and procedures to ensure all project goals are completed within the given constraints.</p>
<p>“Project” means 10 or more of the same category of IMACD (i.e., add/change, hardware install hardware move or disposal) performed pursuant to a single State request and, in the case of a physical add/change, at the same Client site.</p>
<p>“Quality Assurance (QA)” shall mean a set of methods used to prevent mistakes and defects in products and avoiding problems when delivering products or services to customers.</p>
<p>“Quality Updates” means security updates, critical updates, servicing stack updates, and driver updates provided by Microsoft. Quality Updates are typically released on the second Tuesday of each month (“Patch Tuesday”), though they can be released at any time. Quality Updates are cumulative, so installing the latest quality update is sufficient to get all the available fixes for a specific Windows 10 Feature Update. The “servicing stack” is the code that installs other updates, so they are important to keep current.</p>
<p>“RAID Review” is part of the Governance process for Transition Management. During the RAID Review Risks, Assumptions, Issues, and Dependencies are identified and discussed to inform decision making.</p>
<p>“Request(s)” shall mean an End User’s request(s) for a service submitted to the Level 1 Service Desk.</p>
<p>“Resolvable Incident” shall have the meaning set forth in A2, Priority and Service Level Definitions.</p>
<p>“Resolver Group” shall have the meaning of any organizational entity within an information technology organization that is responsible to provide the specialized services of Incident resolution or Request fulfillment.</p>
<p>“Root Cause Analysis (RCA)” shall mean a method of problem solving used for identifying the root causes of faults or problems.</p>
<p>“SCCM” is Microsoft Systems Center Configuration Manager and shall mean the systems management software product developed by Microsoft for managing large groups of computers running Windows, Windows Embedded, macOS (OS X), Linux or UNIX, as well as Windows Phone, iOS, and Android mobile operating systems.</p>
<p>“Security Software” refers to the security software associated with End User devices that will be administered by the State or a State Supplier.</p>

Term
“Service Desk” shall mean the NTT DATA organizational and functional group responsible to provide direct Services to End Users. The Service Desk attempts to resolve Incidents, fulfill Service Requests, and manages other related communications for the End Users.
“Service Desk Agents” shall mean resources of NTT DATA that provide Level 1 Support.
“Service Desk Services” has the meaning set forth in Section 4.
“Service Level Agreement (SLA)” shall have a meaning of the commitment between the State and the IT service provider for aspects of service such as quality and availability of IT services and systems.
“Service Level Credit” shall have the meaning set forth in Attachment A2, Priority and Service Level Definitions.
“Service Level Default” shall have the meaning set forth in Attachment A2, Priority and Service Level Definitions.
“Service Level Objective (SLO)” shall have the meaning of the means of measurement of an SLA to measure the performance of the IT service provider.
“Service Levels” shall have the meaning of IT service performance targets. As such, the targets may measure service performance or system availability but must be predefined and agreed upon by the State and NTT DATA. See Attachment A2, Priority and Service Level Definitions.
“Service Management Reporting” shall mean the Service Management function of creating, executing and delivering standardized reports. These reports are designed to communicate IT service efficiency, effectiveness, and the attainment of SLAs.
“Service Management” shall mean the activities, guided by policies, processes, and procedures that are executed by an organization to design, plan, deliver, operate and govern information technology services.
“Service Management Support” shall mean that portion of the Services described in Table (C) of Section 4.2.
“Service Manager” shall mean NTT DATA resources that provide Service Management Support.
“Service Request” means a request from a User with respect to Supported Hardware, Supported Software, or the DVS Environment.
“Services” shall mean NTT DATA’s responsibilities to provide maintenance and operations to the State as defined in this SOW.
“Servicing Channels” means channels allowing organizations to choose when to deploy new features: (a) The semi-annual channel receives feature updates twice per year, and (b) The long term servicing channel, which is designed to be used only for specialized devices (which typically does not run Microsoft Office) such as those that control medical equipment or ATM machines, receives new feature releases every 2 to 3 years.
“Single Point of Contact (SPOC)” shall have the meaning set forth in Row (Error! Reference source not found.42) in Table (B) of Section 4.2 and shall serve as the Project Managers described in Section 1 of the SOW.
“SITMan” is an abbreviation for Situation Management. The term is often used to reflect the processes followed to manage a Priority 1 (critical) IT incident.
“Software Asset Management Lifecycle” shall mean the process of managing the entire lifecycle of Software Assets from acquisition through disposal.
“Software Asset Management Team” shall mean the NTT DATA organization group responsible to deliver Hardware and Software Asset Management Services within the scope of this SOW.
“Software Distribution and Deployment” delivers activities related to planning, scheduling and controlling the test and deployment of software releases in order to deliver new functionality required by the business.

Term
“Software Harvesting” is the electronic process of removing software from End Users due to an over subscription of licenses or End User inactivity in using a particular Software Package. Software Harvesting is typically performed in compliance to the State policies.
“Software Maintenance” shall mean an agreement or warranty from a software manufacturer to provide software patches or corrective fixes to their software. These services are most commonly performed for a monthly or annual fee.
“Software Metering” shall mean the electronic practice of limiting the use of software to selected End Users based on use policies developed by the State.
“Software” shall mean the software applications that are owned or licensed by the State of Oklahoma.
“SOW Effective Date” shall be the Effective Date as documented in the Master Services Agreement (MSA).
“Staging Center” means a location with NTT DATA staff that has a dedicated location for computers to be received, maintained (imaging and repairs), and stocked for use at multiple State locations.
“Standard Operating Procedure (SOP)” shall mean a set of step-by-step instructions compiled by an organization to help workers carry out complex routine operations. SOPs aim to achieve efficiency, quality output and uniformity of performance, while reducing miscommunication.
“Statement of Work (SOW)” describes the managed services to be provided by NTT DATA, Inc. (“NTT DATA”) to the State.
“Steady State Commencement Date” means 4 months following the Commencement when NTT DATA takes over steady state services.
“Storage Threshold” means data storage in an amount equal to the number of Users designated as a Mixed-Use Case and Virtual Case multiplied by up to 10 GB.
“Supplier” shall mean service providers, Hardware manufacturers, resellers and other service providers that are not designate as the State, NTT DATA, or Partners of NTT DATA.
“Supported Hardware” means the in-warranty Hardware owned or leased by the State for use by Users designated as a Mixed-Use Case, Traditional Use Case or Virtual Use Case.
“Supported Languages” means the languages described in Section 2.3.
“Supported Software” means the software owned or licensed by the State and designated by the State for support under the SOW. For clarity, NTT DATA's support for such software is limited in scope as set forth in this Exhibit and does not include full end-to-end support for such software.
“Third-Party Vendor” shall mean a provider of support services other than NTT DATA; includes Client's external suppliers, contractors, and Client's internal Resolver Groups.
“Ticketing System” shall mean the Client's service management workflow system licensed by the State from Cherwell Software which is used to record, track, and manage Incidents and Requests.
“Tickets” shall mean the records contained within the Ticketing System which contains information about support interventions made by Service Desk Agents, Level 2 Support Resources or third parties on behalf of an End User that has reported an Incident or Request to the Level 1 Service Desk.
“Tier 1 Software” means Supported Software that is the most critical to the State of Oklahoma's business as determined by the State.
“Tier 2 Non-Packaged Software” means non-packaged software that is not Tier 1 Software.
“Tier 2 Packaged Software” means packaged software that is not Tier 1 Software.
“Traditional Management” means an existing management methodology based on Microsoft's 'Configuration Manager' program. This is the method used for older versions of Windows and compatible with Window 10 management tasks.

Term
“Traditional Use Case” means the Use Case designation for a User who operates Hardware owned or leased by the State that is configured in accordance with the State's minimum requirements with the applicable Supported Software residing on such Hardware.
“Transition Period” shall mean the time period commencing on the SOW Effective Date and ending thirty (30) calendar days after the Go Live Date.
“Transition Plan” shall have the meaning set forth in Row (. 5) of Table (A) in Section 4.2.
“Transition Services” shall mean that portion of the Services described in Table (A) of Section 4.2.
“Unified Endpoint Management” is a class of software tools that provide a single management interface for mobile, PC, and other devices. It is an evolution of, and replacement for, mobile device management (MDM) and enterprise mobility management (EMM) and client management tools.
“Use Case” means the User profile that designates all the Hardware a User operates and defines how that User accesses the applicable Supported Software, e.g., locally installed software or through the Client network or DVS Environment. There shall be no more than one Use Case for each User in a given month unless otherwise authorized by the State in an AO Request.
“User” means an employee of the Client or anyone designated by the Client to receive the Services.
“Vendor” shall mean service providers, Hardware manufacturer, resellers and other service providers that are not designated as the State, NTT DATA, or Partners of NTT DATA.
“Virtual Use Case” means the Use Case designation for a User who operates Hardware owned or leased by the State configured in accordance with the State's minimum requirements with the applicable Supported Software provided to such Hardware through the State network or DVS Environment as needed by the User.
“Workpool” means the group of Users in the DVS Environment designated as a Mixed-Use Case or Virtual Use Case and authorized by the State to access certain types of Supported Software, provided that each User in such group has the same type of Image and Build.
“Written Excuse” shall mean a written document intended to explain a Service Level Default was caused due to factors outside of the control of NTT DATA.
“Wrong Number Contact” refers to contacts (e.g., calls, emails, chat requests) received at the Service Desk inadvertently (i.e., the requestor did not intend to contact the Service Desk).

Other terms used in this document are defined in the context in which they are used and will have the respective meanings indicated there.

Any term not defined in this section shall have the meaning as described in the Contract.

2. Governance and Service Management Services

2.1 Scope of Services

This Statement of Work (SOW) describes the managed services to be provided by NTT DATA, Inc. (NTT DATA) to the State of Oklahoma, by and through the Office of Management and Enterprise Services (“the State” or “Client”). This SOW will be governed by Oklahoma Statewide Contract No. 1019 (“Contract”). . Term

If during the Phased rollout it is determined changes to the contract documents are necessary, including the way services are delivered, then both parties will cooperate in good faith to execute such required changes in an Amendment. Certain services described in this SOW that are not associated with the direct provision of EUC services may be deemed to have a term of this Contract.

2.2 General Requirements and Specifications

General requirements and specifications that apply to the Services are as follows:

- Services will be provided in the United States in English.
- Incidents and requests for Services will be initiated through the State provided service desk or automatically by using service request or automated incident creation mechanisms. All tickets will be processed through the Service Management Workflow System provided by the State.

This SOW contains tables which describe the respective task-level responsibilities of NTT DATA End User and the State for the category of services described in the section in which each table is located.

Without limiting the generality of each section, NTT DATA shall perform those activities for which “NTT DATA” is listed as the responsible party in the applicable table, the State shall continue to perform those activities for which “The State” is listed as the responsible party, the End User shall perform those activities for which “End User” is listed as the responsible party, indicated in each case with an “X” in the applicable column.

2.3 Limitations and Constraints

Notwithstanding any other provision of this SOW, the Services described in this SOW shall be performed only for the Supported Hardware, Software, and Services as described in this SOW.

NTT DATA and the State will jointly implement and operate a governance process to maintain the Services current and to address necessary changes to the SOW. The SOW will be modified in accordance with the Change Management process set forth herein and described in section 2.5 of this SOW document.

2.4 Governance

2.4.1 Governance Overview

This section sets forth the governance activities and responsibilities for the SOW. Where references are made in this SOW to NTT DATA and the State, such references shall be deemed to include Third-Party subcontractors if, and to the extent that such subcontractors are performing the obligations of the referenced party.

The purpose of the Governance Model is to establish and maintain an effective means to:

- Oversee the delivery of Services
- Determine, authorize, and prioritize changes in the Services, subject always to the Change Control Procedure to be negotiated during the Transition phase of the engagement
- Monitor through the Executive Steering Committee and Operational Governance Committee the delivery of the Services
- Manage changes to the Statements of Work pursuant to the Change Control Procedure
- Perform long-term planning and oversee the associated budget planning
- Facilitate the relationship and/or coordinate activities between NTT DATA and the State
- Resolve issues that have been escalated
- Monitor quality of the Services
- Monitor both parties' fulfillment of contract terms
- Develop new services to meet the State business needs
- Hold governance meetings as set out in Section 2.5.4

The Governance Model involves decision-makers from both State and NTT DATA. The Governance Model focuses the State and NTT DATA on identifying and resolving the issues that determine the success of the relationship.

Oversight Roles: NTT DATA and the State will define a Governance Model which includes executive to operational level personnel. Each party will identify an executive business owner. These individuals must be executives with responsibility for their applicable business units. They will serve as the highest escalation point for dispute resolution and will have the ability to make binding decisions on behalf of their organization.

These roles are identified as:

- NTT DATA Executive Business Owner
- State of Oklahoma Executive Business Owner

2.4.1.1 Management of the State and NTT DATA Relationship

The Governance Model incorporates a structure for the management of the State of Oklahoma and the NTT DATA relationship that includes executive management and operations management as set forth below:

Vendor	State of Oklahoma	Governance Level
Client Executive (CE)	Client Executive Business Owner/ Client Executive Sponsor (CES)	Executive Management
Client Delivery Executive (CDE)	Client Relationship Managers (CRM)/Client Governance Manager	Executive/Operational Management
Service Delivery Manager(s) (SDM)	Service Area Lead/Tower Lead	Operational Management

2.4.1.2 Executive Management

The parties' executive management team will have overall responsibility for the fulfillment of the SOW through the Executive Steering Committee and the Operational Governance Committee.

2.4.1.3 Executive Steering Committee

Within thirty (30) days of the Assumption of Service Date, the CES and the CE shall appoint representatives to serve on the Executive Steering Committee. The Executive Steering Committee will meet on a quarterly basis via conference call or an in-person meeting. The responsibilities of the Executive Steering Committee are:

- Monitoring the overall delivery of the Services governed by the Statements of Work and resolving any matters referred to it by the Operational Governance Committee
- Reviewing strategic direction, possible new business, and business environment
- Providing decisions and resolution on all escalated issues

At the meetings, members shall discuss reports with respect to the status of performance of the parties under the SOW, any significant events that have occurred since the previous meeting, and other matters agreed between the parties.

2.4.1.4 Operational Governance Committee

The Operational Governance Committee will include the personnel defined in Section 2.5.4. The Operational Governance Committee shall meet as defined in Section, to review service performance and metrics, review ongoing projects, and resolve any outstanding operational issues. The Operational Governance Committee shall establish a Change Advisory Board (made up of the personnel listed in Section) that will manage all Change Requests, as defined in the Master Services Agreement, and meet in accordance with Section to process such Change Requests.

The responsibilities of the Operational Governance Committee are to:

- Monitor the general progress of the parties' performance as determined by the reports produced in accordance with reporting sections in respective SOW Attachments
- Review NTT DATA's performance against the Service Levels
- Resolve any escalated issues and identify and escalate issues which require decisions by the Executive Steering Committee
- Perform a review of new services requested via the Change Advisory Board
- Review all Change Requests and any subsequent changes to the SOW, subject to the Change Control Procedure
- Provide approval or rejection via the Change Advisory Board of a/all Change Request(s) and any subsequent changes to the Statements of Work (subject to the Change Control Procedure)

2.4.2 Roles and Responsibilities of the NTT DATA Account Leadership Team

The NTT DATA Account Leadership team will have responsibility for the delivery of Services and will consist of the following:

Role	Responsibility
Client Executive (CE)	<ul style="list-style-type: none"> • Develop and maintain State relationship at all business levels. • Manage communications and any modification to the scope, requirements, or responsibilities as the program proceeds through the due diligence, transition, steady state, and phase-out/close-out stages of Service delivery under the Statements of Work.

Role	Responsibility
Client Delivery Executive (CDE)	<ul style="list-style-type: none"> • Deploy Service delivery processes and procedures, and continuous improvement initiatives which are designed to help improve efficiency and effectiveness of service delivery. • Oversee delivery of the Services to maintain overall State satisfaction and timely resolution of issues. • Manage relationships with Third-Party Vendors to the extent set forth in Section 3, Transition Services. • Manage the overall NTT DATA planning processes. • Maintain State satisfaction as per the CSAT measure in Attachment A – Service Levels. • Provide direct support to State for management of the Services. • Support the CE to fulfill the CE's responsibilities.
Service Desk Service Delivery Manager (SDM)	<ul style="list-style-type: none"> • Provide the CDE with operational oversight of Service Desk service operations and be responsible for providing direction to local teams. • Achieve Service Level Objective performance results, ensuring adequate scheduling, developing the team, and maintaining overall service quality in accordance with the requirements of the SOW. • Recommend NTT DATA best practices, procedures and processes, and continuous improvement initiatives – designed to improve efficiencies and effectiveness of service delivery. • Manage the Change Request process via the CAB and any escalations which have not yet been submitted to the dispute resolution process. • Participate in CAB meetings if required as per the Client's Change Management procedures.
Field Services Service Delivery Manager	<ul style="list-style-type: none"> • Provide the CDE with operational oversight of Field Services operations and be responsible for providing direction to local teams. • Achieve Service Level Objective performance results, ensuring adequate scheduling, developing the team, and maintaining overall service quality in accordance with the requirements of the SOW. • Recommend NTT DATA best practices, procedures and processes, and continuous improvement initiatives – designed to improve efficiencies and effectiveness of service delivery. • Manage the Change Request process via the CAB and any escalations which have not yet been submitted to the dispute resolution process. • Participate in CAB meetings if required as per Client's Change Management procedures.
Configuration Center Project Manager	<ul style="list-style-type: none"> • Provide the CDE with operational oversight of Configuration Center operations and be responsible for providing direction to local teams. • Achieve Service Level Objective performance results, ensuring adequate scheduling, developing the team, and maintaining overall service quality in accordance with the requirements of the SOW. • Recommend NTT DATA best practices, procedures and processes, and continuous improvement initiatives – designed to improve efficiencies and effectiveness of service delivery. • Manage the Change Request process via the CAB and any escalations which have not yet been submitted to the dispute resolution process. • Participate in CAB meetings if required as per Client's Change Management procedures.

2.4.3 Roles and Responsibilities of the State's Governance Team

The State will assign State personnel to the following roles. The roles and responsibilities set forth in the table below may change through the Contract term, and such changes will be captured through the Change Control process or other appropriate agreement between the parties.

Role	Responsibility
Client Executive Sponsor	<ul style="list-style-type: none"> • Manage the relationship between NTT DATA and the State. • Liaise with the NTT DATA CE. • Provide leadership to State's Governance Team to facilitate the resolution of escalated issues and disputes. • Be the single point of contact to resolve issues raised by the NTT DATA CE. • Authorize work that may result in additional charges to the State or End Users pursuant to the Change Control process. • Advise NTT DATA, as appropriate, as to State's strategic business direction as it relates to the Services or possible new services.
Client Relationship Manager (CRM)/Client Governance Manager	<p>Client Relationship Manager (CRM)/Client Governance Manager (1) tracks NTT DATA's performance as it relates to the Service Levels and (2) requires NTT DATA to resolve problems with the overall delivery of Services. The CRM will:</p> <ul style="list-style-type: none"> • Manage NTT DATA deliverables under the Statements of Work. • Manage the relationship between NTT DATA and the State under the Statements of Work. • Review and understand the pricing and invoicing process. • Evaluate Service Level Credit and approve any action plans resulting from Service Level Defaults. • Oversee the application of the State's policies and procedures and assist NTT DATA in the resolution of any issues created by such policies and procedures. • Track fulfillment of deliverables. • Provide liaison to NTT DATA CDE. • Approve actions that may give rise to Service Level Exception. • Authorize regional work that may result in additional costs to the State or End Users through the Change Control process. • Review the reports pertaining to NTT DATA's adherence to the Service Level Objective. • If operational problems occur, review NTT DATA's recovery plans and approve permanent fix plans, as appropriate. • Assist in review of operations related project estimates and business cases. • Track and resolve project issues tasks and Change Request authorizations. • Review project estimates and business cases for new services. • Approve the Process and Procedures Guide. • Provide approval via the Change Advisory Board (and as agreed with NTT DATA's representatives on the Change Advisory Board), as prepared as part of the Transition Services and all subsequent amendments thereto (subject to the Change Control Procedure).
Service Area Lead (SL)/Tower Leads	<p>State of Oklahoma Service Area Lead will have the following key responsibilities with respect to the Services within each respective service areas:</p> <ul style="list-style-type: none"> • Provide the CRM with operational oversight of all NTT DATA operations and be responsible for providing any State specific guidance to NTT DATA SDM's for the respective service areas.

Role	Responsibility
	<ul style="list-style-type: none"> • Monitor Service Levels Objective performance of NTT DATA and maintain overall service quality in accordance with the requirements of the SOW. • Make all reasonable efforts to continuously improve State processes and procedures and run State specific programs and new process initiatives. • Manage relationships with the State Third-Party Providers and in-house State of Oklahoma support teams. • Participate in the CAB meetings and provide necessary approval for CR for changes related to their respective service areas.

2.4.4 Meetings

Formal meetings are required to provide structure regarding communications and governance in relation to the status of deliverables and performance of the Services. The meetings defined in the table below are required and shall commence as of the Assumption of Services Date. In addition to the meetings defined below, the Change Advisory Board and the Operational Governance Committee shall meet as required under this schedule, or as otherwise agreed to by the parties, and the parties may agree to ad hoc meetings.

The meetings shall be attended by the required attendees defined below (or by their authorized representatives) or if no such attendees are defined (such as for ad hoc meetings) the relevant attendees from the State and NTT DATA having knowledge pertaining to the subject matter of that meeting. Either party may invite additional participants for the meetings, such as subject matter experts. Any decisions made by the parties which would alter the parties' obligations, rights and/or remedies under the SOW, will only be given effect following a written amendment to the applicable SOW or by following the Change Control Procedure, as appropriate.

For each meeting, the parties shall agree upon the locations for the meeting in advance. Meetings may be in person or via conference call as agreed to by the parties. Meetings will have agendas, minutes, and action points. The State shall designate a State attendee as chair of the meeting.

NTT DATA shall provide all reports and all other supporting information at least one (1) business day before any meeting, given a meeting lead time of at least two (2) business days. Both parties shall discuss the agenda topics in good faith and endeavor to make decisions as appropriate. Any matter that cannot be resolved shall follow the dispute escalation process as set out in the Contract.

Program Meeting Description	Frequency	NTT DATA Attendees	State Attendees	Meeting Format
Executive Steering Committee Meeting	Quarterly	<ul style="list-style-type: none"> • CE • CDE • Senior executive as required and invited by the CE/CDE 	<ul style="list-style-type: none"> • CES • CRM • Senior executive as required and invited by the CE/CDE 	In person - unless agreed otherwise
State Planning Workshop – innovation technology roadmap and priorities mapping to the NTT DATA account plan	Quarterly	<ul style="list-style-type: none"> • CE • CDE • SDM 	<ul style="list-style-type: none"> • CES • CRM • SL 	In person - unless agreed otherwise

Program Meeting Description	Frequency	NTT DATA Attendees	State Attendees	Meeting Format
Operational Governance Committee meeting to review: <ul style="list-style-type: none"> • Baseline metrics and issue review • Issues/Service Level Objective attainment review • Trouble ticket review for accuracy and resolution • Reports • Invoice summary review • Reconciliation and billing dispute discussions 	Weekly during Transition and tapering to monthly after the Assumption of Service Date	<ul style="list-style-type: none"> • CDE • SDM 	<ul style="list-style-type: none"> • CRM • SL 	In person - unless agreed otherwise
Change Advisory Board: Change Control Procedure / Change Request review and/or amendments to Services Interface Guide	As requested by either party	<ul style="list-style-type: none"> • CDE • SDM • Legal • 	<ul style="list-style-type: none"> • CRM • SL • Procurement • Legal 	Conference call - unless agreed otherwise

2.5 Change Control Procedure

NTT DATA follows the ITIL v3 process for Change Management, using formal change management methods and procedures including storing change request forms in the appropriate team SharePoint folder, updating documentation, and working with the State stakeholders to get changes approved and implemented efficiently. Consistent with ITIL change management, authority for standard changes may be delegated, which benefits the State by: (1) shifting senior management focus to the documented readiness of the change request to move to the next stage so that change outcomes meet expectations; (2) reducing friction by allowing lower-level staff, and later automated governance tools, to handle routine changes; and (3) as a result, reducing the number and severity of change-related incidents. We will conduct a governance review of the current State Change Management/Change Control structure and processes during the Transition phase and identify principles for successful change management, consulting Government and industry best practices, options analysis, and, if necessary, recommend changes.

For purposes of this SOW, the Change Control Procedure shall be negotiated between the State and NTT DATA during the Transition phase of this engagement. Subsequent to negotiations, the parties will execute an amendment to this SOW to include the Change Control Procedures,

2.6 Additional Key Governance Roles

In addition to the NTT DATA roles described above, the scope of services defined in this SOW provides additional key roles/functions in the governance process. Three specific roles include: the Service Manager, the Digital Workplace COE, the OCM project manager and the Transition Manager.

2.6.1 Service Manager

The Service Manager is responsible for quality delivery and adherence to ITIL processes. The primary function of the Service Manager is to ensure that Service Levels are managed in accordance with the State of Oklahoma requirements. Additional information regarding the role of the Service Manager are detailed in section 2.8 of this document.

2.6.2 Digital Workplace Coe

The Digital Workplace Center of Excellence (COE) is not a role, but instead a function that is critical to the high-quality delivery success of NTT DATA. Digital Workplace COE provides a continuous deployment approach for efficient operations and improved user experience. The Digital Workplace COE is a DevOps team that incorporates the following approaches:

- Continuous testing, integration, and deployment
- Small batch or single unit processing
- Problem swarming
- DevOps driven experimentation

The Digital Workplace COE will have technology currency charter across the entire scope of workplace services. This team will also provide design and automation services for catalog entitlement, continuous deployment, device lifecycle, and holistic workplace management, and support processes. Technology and process decisions will be guided with relevant data from multiple sources, summarized in the Central Intelligence Database (CIDB). NTT DATA has also included a role for a Workplace Analytics Coordinator, who will be responsible for the CIDB, dashboards, analytics, and reporting. The Workplace Analytics Coordinator will work closely with the State so that relevant and insightful analytics are central to the design process and decision support on an ongoing basis.

2.6.3 Organizational Change Management (OCM) Project Manager

The OCM project manager will service as the primary change manager responsible for communication and education of Agency personnel.

2.6.4 Transition Manager

The NTT DATA Transition Manager will serve as the central point of contact for all transition related activities between NTT DATA and the State of Oklahoma. The Transition Manager is responsible for all NTT DATA Transition team leadership and transition execution. The Transition Manager will:

- Serve as the single point of responsibility for implementation of the transition program
- Coordinate a proactive communications plan with State of Oklahoma stakeholders
- Report weekly on the progress of the transition and chair the transition governance meetings with the State
- Manage all NTT DATA transition project team members
- Coordinate with other projects that are aligned to or affiliated with the transition

Additional information regarding the role of the Transition Manager is detailed in Section 3, Transition Services.

2.7 Service Management Services

2.7.1 Summary of Services

NTT DATA will provide the following types of Services to the State as further described in this SOW:

- Service Management Services

2.7.2 Services Overview

Base Service	Short Service Description
Service Management Services	<ul style="list-style-type: none"> • Operation, administration, and management of ITIL core processes: • Incident Management • Request Management • Service Level Compliance • Knowledge Management

The outline descriptions of the Base Services set forth in the above table are for general informational purposes only. The detailed descriptions of the applicable Services, set forth below in this SOW, shall govern.

2.7.3 Introduction

NTT DATA shall provide Service Management activities as described in this section. A description of our Service Management Services is as follows:

Service Management establishes an organizational structure with well-defined roles and responsibilities. In line with ITIL best practices, we assign process-oriented Service Management roles to guide our standard operational processes and provide metrics and reports for managing Service Level Agreements.

The Service Manager establishes the activities required so that everyone understands their role, the operational processes, and the technologies deployed in the End User IT environment.

The Service Manager also facilitates change management meetings, analyzes incidents for trends, initiates problem management activities, administers repeatable workflows to support service requests, and provides training and mentoring on process roles and responsibilities.

The main sub-roles associated with the Service Manager and the processes related to each are:

- Incident management
- Major incident management
- Problem management
- Change management
- Request management
- Configuration management
- Knowledge management

- Service level management

2.7.4 Hours of Support

Except as otherwise set forth in the Service Level Agreement, NTT DATA will provide the Service Management Services during the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday, Central Standard Time.

NTT DATA shall be responsible for providing support for Severity/Priority Level 1 and 2 Incidents and Major Changes related to Service Management on call only, on a 24x7x365 basis.

2.8 General Requirements for Service Management Service Responsibilities

2.8.1 Roles and Responsibilities

Within each section below, a table sets forth a responsibility matrix describing the respective task-level responsibilities of NTT DATA and the State for the category of services described in the section.

In each table, NTT DATA shall perform the activities for which NTT DATA is listed as the responsible party and the State shall continue to perform those activities for which the State is listed as the responsible party, each indicated with an "X" in the applicable column.

2.8.2 Service Management General Roles and Responsibilities

The following table identifies the General, Roles and Responsibilities that NTT DATA and the State will perform:

Tasks Activities and Responsibilities	NTT DATA	the State	Comments/Qualifiers
Establish governance and guide operations personnel on best practices and process compliance in accordance with process and procedure documentation. NTT DATA Standard/the State standard processes and tools are used.	X		The State performs for retained teams
For major process or tool related changes, release notes will be provided. The State-specific modifications or changes or minor releases may not be reflected in these notes.	X		

2.8.3 Incident Management

NTT DATA's incident management processes perform the capture, documentation, management, and resolution of disruptions of service to the environment. The primary goal of incident management is to restore service as quickly as possible with the least affect to business operations. All service issues initiate the incident management process, whether reported via direct contact with the Service Desk (phone call, email, chat or Web portal), or identified by a technician.

Severity levels, functional and hierarchical escalation procedures, and notification schedules are established for timely communication to NTT DATA and the State teams responsible for service restoration and business impact analysis. For high-severity service issues, a major incident manager is responsible for keeping all parties (NTT DATA, the State, Third-Party vendors, or

others) informed of the situation and status of resolution of the issue. This allows the service team to focus on resolving the issue and restore service as quickly as possible, while minimizing any adverse effects on business operations.

Enforcement of Incident Management processes will be performed by NTT DATA but will be limited in scope to End User computing related Resolver Groups.

The following table identifies the Incident Management Support roles and responsibilities that NTT DATA and the State will perform:

Tasks Activities and Responsibilities	NTT DATA	the State	Comments/Qualifiers
<ul style="list-style-type: none"> Conduct daily/agreed cadence operations meeting Conduct review of High Severity Incidents Conduct operations and incident review meeting Create operations agenda for identifying incidents Represent scheduled changes for the Change Manager Identify failed changes for the Problem Manager Verify and maintain appropriate documentation and disposition of high priority incidents Determine attendees, manage exceptions, and escalate when necessary 	X		The State performs for retained teams
Generate and distribute incident reports	X		
Review and action process compliance reporting and inform appropriate leaders of results of periodic analysis of records	X		
Challenge and guide operations personnel on best practices and process compliance	X		
Conduct weekly/agreed cadence Incident Aging Report review	X		
Work with Problem Manager to establish exception process for promoting incident(s) to problems	X		
Recommend process and tool enhancements to support Incident Management (on NTT DATA or the State tools, as applicable)	X	X	
Work with delivery team leaders, facilitate annual audit of ITSM support group membership and incident assignment rules, and verify the completion of remediation plan	X		The State performs for retained teams
Update an incident record. Including, but not limited to the following tasks:	X		The State performs for retained teams

Tasks Activities and Responsibilities	NTT DATA	the State	Comments/Qualifiers
<ul style="list-style-type: none"> Update the record via the service management tool Acknowledge assigned incidents Review SLA/SLO/OLA targets Enter progress updates Validate and update current status and severity Modify the assignee as needed 			
Complete the incident record. Including, but not limited to the following tasks: <ul style="list-style-type: none"> Restore service Provide the resolution/summary Validate the timestamp indicating when the outage began and ended Enter a configured item as appropriate Close the incident record 	X		The State performs for retained teams
Inform appropriate leaders of results of periodic analysis of records	X		
Audit team setup and incident assignment rules at least annually	X		

2.8.4 Request Management

Request Management provides a framework for requesting and managing repeatable activities or services provided by support teams. It is a flexible framework that allows for defining any number of request types and any number of tasks (activities) associated with each request type. Defining prerequisites for tasks, and the ability to pass information resulting from completion of one task as an input into a subsequent task, provides workflow management capabilities to ensure requests are completed in the most effective manner.

Request Management verifies that service requests are fulfilled quickly and accurately. The Request Management process includes extensive notifications to the requestor (via email) on the status of their request and reduces the need for follow-up calls from End Users. Request Management processes allow the service teams to deliver highly standardized services efficiently and improve overall End User satisfaction with IT services. Response times and Service Level expectations can be set and measured per type of request configured.

Enforcement of Request Management processes will be performed by NTT DATA within the realm of End User services. If the State operates a defined Request Management process, the NTT DATA Service Manager will adopt the State process.

The following table identifies the Request Management roles and responsibilities that NTT DATA and the State will perform:

Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Create new and maintain existing request types and task template configuration	X		
Process Compliance Reporting	X		
Challenge and guide operations personnel on best practices and process compliance	X		

Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Facilitate the development of cross-tower request configurations/settings	X		The State performs for retained teams
Monitor the use of ad-hoc requests	X		
Generate and distribute Request Management Reports	X		
Review aging request records	X		
Create a new Request Record including, but not limited to, the following tasks: <ul style="list-style-type: none"> • Capture and validate the State information • Determine type of request • Enter a short description of the request • Capture request details • Save the new request • Update contact information 	X		The State performs for retained teams
Update Status of a Request Management Record	X		The State performs for retained teams
Update a Request Task. Including, but not limited to the following tasks: <ul style="list-style-type: none"> • Acknowledge and update the request task • Review SLA/OLA targets • Enter progress updates 	X		The State performs for retained teams
Complete the Request Task including, but not limited to, the following tasks: <ul style="list-style-type: none"> • Document required information • Update the status • Save the record 	X		The State performs for retained teams

2.8.5 Service Level Compliance Monitoring

NTT DATA provides Service Level Management and reporting and monitors the efficiency and effectiveness of the operations. NTT DATA also monitors program performance against Service Levels, including KPIs, by systematically and regularly:

- Monitoring all performance levels for those that are not maintaining the pace required to meet the performance threshold—we shall examine root causes, perform risk mitigation/preventive action, and develop a corrective action plan.
- Reviewing aging reports for all issues that are close to or have exceeded the resolution target.
- Generating daily operational reports, monitoring against Service Levels at a given time.
- Monitoring KPIs that contribute to meeting a Service Level; for example, we measure how long it takes our team to acknowledge a Service Desk incident. If it takes three hours to acknowledge the issue, and we only have four hours to resolve it, we can surmise the SLA may not be met.
- Monitoring alerts, such as incident resolution times, automatically generated by the ITSM Platform system.

- Reviewing performance trend data to highlight performance trends.

NTT DATA executes a formal corrective action planning process for deficiencies discovered during reviews. We assign each corrective action to an owner for resolution and provide oversight to the process by our service manager.

NTT DATA provides a metrics-driven continuous improvement approach focused on improvements to ITIL service delivery and service support to achieve increasing levels of performance against SLAs.

We will utilize a standard approach, including use of automated tools/processes, combined with trend data for monitoring and root cause analysis, to identify the high priority areas for improvement and take immediate action.

General service management reports shall be made available to the State no earlier than 30 days post NTT DATA Assumption of Service for the Services.

The following table identifies the Service Level Management and Reporting roles and responsibilities that NTT DATA and the State will perform:

Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Service Level Reporting for Service-related SLAs	X		NTT DATA performs for only NTT DATA-owned SLAs
Presentation of Service Level Compliance Report to the State leadership	X		NTT DATA performs for only NTT DATA-owned SLAs
Facilitate resolution of Service Level compliance issues	X		The State performs for retained teams
Provide trend analysis reports indicating potential Service Level breaches as appropriate	X		NTT DATA performs for only NTT DATA - owned SLAs
Report on End User/the State Satisfaction (CSAT) Surveys	X		
Proactively inform incident, problem, change and/or request management of a potential Service Level breach	X		The State performs for retained teams
Perform the collection, aggregation, calculation, and reporting of Service Levels	X		NTT DATA performs for only NTT DATA-owned SLAs
Provide <ul style="list-style-type: none"> • SLA exceptions reviewed at daily operations meeting • Internal Service Level review meeting is held each month to review SLA results and any exceptions/exclusions • Weekly SLA Account review meeting • Monthly SLA review meeting with the State • Quarterly SLA results and exception adjustment meeting 	X		The State performs for retained teams

2.9 Out-of-Scope Services

For the avoidance of doubt, the following activities are deemed outside the scope of this SOW. In the event the State requests that NTT DATA perform such activities, the parties will work in good faith to execute the necessary amendment or change order to address such additional activities.

- Remediation projects (outside of the scope of activities included in this SOW).
- Planning, designing, and implementation activities beyond normal process changes.
- Operational health checks and compliance audit (outside of the scope of activities included in this SOW).
- ITIL capability and/or maturity assessments.
- Reporting requests outside of supplied standard reporting listed in this SOW.
- Out of process requests for support, such as requests that avoid the Service Management that NTT Data cannot otherwise reasonably address within the current SOW.
- Support for extraordinary requests that exceed the capacity of the existing staff (cannot be absorbed into existing workload schedules without impacting Service Levels). For the avoidance of doubt pre-planned and mutually agreed to large deployments shall not be deemed to be extraordinary requests.

3. Transition Services

3.1 Transition Services Summary

NTT DATA will provide Transition Services to the State of Oklahoma to establish NTT DATA as the Provider for End User Services. This includes activities related to the transfer of responsibility of service delivery from the incumbent service provider (in-house and Third-Party) to NTT DATA for in-scope services.

- All communications will be in English.
- The State and/or existing incumbent service provider shall continue to provide the in-scope Services until NTT DATA will Assume Service on the Assumption of Services Date.

3.2 Service Delivery Delays or Failures

NTT DATA shall not be responsible for any delay or failure to provide Service to the extent solely caused by: (1) failure by the State or End User to reasonably perform its responsibilities under this SOW; (2) a defect, deficiency, or failure with respect to the State's network, systems, software, data, or other equipment; or (3) modifications to the State's network, systems, or other equipment made by a party other than NTT DATA or its representatives. In the event that either party becomes aware of the occurrence of one or more of the foregoing events, they shall notify the other party accordingly. Notwithstanding such occurrence, NTT DATA may, following discussion with the State regarding the impact of such incident, continue to provide the Service and shall use commercially reasonable efforts to perform the Service under this SOW.

Transition schedule delays and impacts will be addressed via the Change Control process.

3.3 Dispute Resolution

Without waiving termination rights in the Contract, the parties shall follow the following procedure in the event of any dispute between the parties on the subject matter of this SOW.

Either party shall give to the other written details of the dispute, with any supporting documentation ("Dispute Notice"). On service of the Dispute Notice, the Escalation Level 1 representatives of NTT DATA and the State (as set out in the table below) shall attempt in good faith to resolve the dispute. If the Escalation Level 1 representatives are for any reason unable to resolve the dispute within 30 days of service of the Dispute Notice, the dispute shall be referred to the Escalation Level 2 representatives of NTT DATA and the State who shall attempt in good faith to resolve it. If the Escalation Level 2 representatives are for any reason unable to resolve the dispute within 30 days of it being referred to them, the dispute shall be referred to the Escalation Level 3 representatives of NTT DATA and of the State who shall attempt in good faith to resolve it.

Escalation Level	NTT DATA	The State
Level 1 Representatives	Transition Manager	Service Area Lead/Tower Lead
Level 2 Representatives	Client Delivery Executive	Client Relationship Managers (CRM)/Client Governance Manager
Level 3 Representatives	Client Executive	Client Executive Business Owner/Client Executive Sponsor (CES)

3.4 Limitations and Constraints

NTT DATA and the State will jointly implement and operate a governance process to maintain the Services current and to address necessary changes to the SOW. The SOW will be modified in accordance with the Change Management process set forth herein.

3.4.1 Residual Ticket Backlog

Residual ticket backlog shall have the meaning of any existing ticket record within the currently utilized ITSM Platform, which has been open for more than 24 hours prior to the date of NTT DATA's Assumption of Service.

The State, or the existing service provider/incumbent, shall be required, during the transition period, to make a best effort attempt at closing as many tickets as possible. Any residual backlog tickets will be modified to a "backlog" ticket designation. Backlog tickets will be subject to a "best effort" support methodology. These tickets shall not be taken into any Service Level calculations nor any performance evaluation of NTT DATA provided services.

3.5 Transition Management and Service Area Transition Services

3.5.1 Introduction

The State and NTT DATA will jointly plan and execute the transition to outsourced services. A defined set of roles and responsibilities and a communication structure will be put in place to verify and validate that all questions are answered, and problems are solved.

NTT DATA defines Transition for the State as the activities required to shift operations for in-scope Services from the current Provider to NTT DATA by means of a 4-month transition followed by a phased deployment as agreed with the State.

3.5.2 Transition Manager

NTT DATA will assign a single point of contact (SPOC) to manage the delivery of this engagement.

The SPOC (NTT DATA Transition Manager) will prepare and agree on:

- Transition schedule/plan
- Appropriate project management, control and governance activities for the project. (e.g., transition status reporting, change management process, governance meetings and communications management)

3.5.3 Transition Governance and Communication

NTT DATA and the State shall establish a joint Transition Program Steering Committee to oversee program management. This should consist of the Executive Steering Committee and corporate executive sponsors from NTT DATA. The Transition Program Steering Committee shall meet monthly and have the following responsibilities:

- Verify deliverables are in accordance with the transition program and act on the deviations
- Provide an executive decision-making forum
- Manage, prioritize, and authorize change
- Serve as an escalation point for both the State and NTT DATA
- Provide a communication channel for the State's satisfaction

In addition to the day-to-day interaction with the State team and service provider(s) from the transition leadership team, the following table shows a typical communications plan matrix:

Meeting	Description	Frequency	State Participation
Project Update	Project plan progress review	Weekly	Transition POC
Service Area Progress Updates	Service-tower specific progress reviews	Weekly	Service area POCs including current service provider SMEs
RAID Review	Resolve risks, validate assumptions, and address issues	Weekly	Transition POC and any individuals assigned as owners
Status Reviews	Transition overall status update	Weekly	Transition POC and all service areas leads/POCs
Executive Update	Transition overall status update	Monthly	Governance team and executive stakeholders
AOS Readiness Reviews	AOS readiness reviews	As agreed, typically, 5 days prior to AOS readiness decision	Governance team and key SMEs

The following table summarizes the transition project phases, associated activities and deliverables, and major milestones for transition establishing the framework for developing the State's detailed transition schedule:

Transition Phase	Phase Tasks and Activities	Transition Deliverables by Phase
Initiating	1.1 Solution hand over to Transition team 1.2 Summarize Contract Deliverables and document in the Requirements Traceability Matrix (RTM) 1.3 Establish governance 1.4 Create RAID Matrix 1.5 Conduct the State of Oklahoma Kick-Off 1.6 Draft Communications Plan 1.7 Identify risks and gaps, applying Change Control Procedure 1.8 Create Transition status reporting 1.9 Plan for Project Planning Workshop (PPW)	1.1.1 Communication Plan Outline 1.1.2 Escalation Process 1.1.3 Resource Plan 1.1.4 RAID Log 1.1.5 Reporting Schedule 1.1.6 Initial Credentialing process: <ul style="list-style-type: none"> Physical Access Logical Access 1.1.7 Conduct the State of Oklahoma Kick Off Meeting
Planning	2.1 Conduct PPW 2.2 Develop detailed transition project schedule 2.3 Conduct and complete Discovery 2.4 Obtain current service area procedures 2.5 Obtain current mode of operation documentation 2.6 Gather and validate current asset information 2.7 Transition team access and credentials 2.8 Finalize the RTM 2.9 Finalize detailed transition project schedule and plan	2.2.1 Final detailed Transition Project Schedule 2.2.2 Discovery Findings Report 2.2.3 RTM 2.2.4 Deliverables Tracker 2.2.5 Communications Plan

Transition Phase	Phase Tasks and Activities	Transition Deliverables by Phase
Executing	3.1 Execute detailed Transition Project Plan 3.2 Complete knowledge transfer 3.3 Tools setup 3.4 Mitigate risks and gaps, applying Change Control Procedure 3.5 Resource on-boarding 3.6 Training 3.7 Verify physical and logical access for Steady State 3.8 Conduct operational readiness review 3.9 Complete SIG documentation 3.10 Execute Assumption of Service 3.11 Support Assumption of Service	3.3.1 Services Interface Guide (SIG) 3.3.2 Training Manual 3.3.3 Workflow Readiness Test Plan 3.3.4 Operational Readiness Checklist
Closing	4.1 Assign open RAID items to accepting owners 4.2 Closeout program management 4.3 Conduct lessons learned review	4.1.1 Deliverables sign off 4.1.2 Assign open RAID items 4.1.3 Lessons learned report

3.6 Transition Services Delivery Phases

Transition will focus on the implementation of the steady state services under the Contract.

As defined in the table above, Transition will be performed in the following phases, each of which will conclude with a gate review:

- Initiating
- Planning
- Executing
- Closing

The following sections provide an overview of the primary activities that occur in each phase of the transition process. NTT DATA's Transition Manager will work closely with assigned State representatives during each phase.

3.6.1 Initiating

The Initiating phase will provide the required activities and tasks for on-boarding and setting up governance for the project. NTT DATA's and the State's transition team will be on-boarded and educated on the expected scope of services under the Contract, requirements, and timelines.

During this phase, all participants will:

- Develop an understanding of the proposed end-state environment and the tasks and projects required to accomplish the transition
- Break down project deliverables into specific, execution-level work packages and assign them to teams for completion
- Review, validate, and document the assumptions, issues, and risks to develop mitigation strategies to minimize the impact of unforeseen events

The key activity during the initiating phase is the State Kickoff Meeting. During the State Kickoff Meeting, the communication, governance, and reporting guidelines are established and together

the assumptions, issues, risks, and mitigation strategies shall be validated. During Initiating, NTT DATA will meet with State stakeholders to discuss overall project plans, activities, deliverables, and governance and project controls will be agreed upon. Specific tasks to be initiated by NTT DATA and the State are:

- Establish transition governance and communication plan
- Identify key stakeholders
- Identify key decision makers
- Identify contributing subject matter experts

The output of the initiating phase is the State Kickoff Meeting that establishes the overall written transition plan and next steps for the Planning phase.

3.6.2 Planning

The Planning phase will begin with the Project Planning Workshops (PPW) to enable all participants (the State, NTT DATA, and Third-Party vendors) to fully understand the project scope and provide a forum for collaboration and communication on tasks and deliverables.

The Planning phase and associated deliverables will be designed to confirm that NTT DATA builds upon its current understanding of the State's environment in order to deliver the solution on time and to meet the project expectations. The deliverables shall be provided to the State utilizing NTT DATA standard transition methodology formats and structure.

The output of the Planning phase is agreed upon, baselined Project Plan and RTM with acceptance criteria.

3.6.3 Executing

During the Executing phase, the transition team will understand the current environment and develop and document operational processes as outlined in the SIG. ITSM, tools, and processes are established. Operational readiness is verified via readiness criteria and accepted by the Steady State team.

Key components of the Executing phase are:

- Assessment, discovery, and knowledge transfer with SMEs and other stakeholders
- Tool and infrastructure installation
- Process development and/or verification
- Documented in scope service environment
- Training for Steady State
- Workflow testing
- Operational Readiness Review

The output of the Executing phase is a successful Assumption of Service.

3.6.4 Closing

The Closing phase represents the final phase of the transition program and formalizes hand off from NTT DATA and the State transition teams to the operational teams. After the successful Assumption of Service, NTT DATA's Account Team (NTT DATA Client Executive, NTT DATA Client Delivery Executive, and Service Delivery Manager) will assume ownership of servicing delivery operations with NTT DATA's steady state team under this SOW.

The output of the closing phase is the signoff of the transition and the beginning of Steady State of ongoing operations.

3.7 Transition Services Documentation and Deliverables

NTT DATA will perform the Transition Services in accordance with the Transition Project Schedule and NTT DATA's standard transition management methodology. NTT DATA's standard transition management methodology is consistent with industry standards and will not assign tasks or responsibilities to the State that are inconsistent with this SOW.

To the extent that NTT DATA's Transition Management methodology standard artifacts are aligned to a State artifact, these will be available for re-use by the State; to the extent the artifacts are not aligned, the State will retain responsibility for creating the necessary artifacts.

Unless otherwise specified within the current SOW or Contract, any deviations from standard NTT DATA transition services documentation and/or their standard format may require additional effort from NTT DATA Transition Services team. This additional effort may impact the agreed transition timeline or NTT DATA resources supporting the State of Oklahoma transition. The additional effort may drive supplementary costs, which may be transferred to the State or End User, as applicable, via the Change Control process described in the Governance and Service Management section in this SOW.

Any changes in the NTT DATA transition methodology, due to above mentioned factors, shall be managed through the Change Control process on the existing Master Services Agreement.

3.7.1 Transition Status Report Template

NTT DATA will provide the transition status in the standard Global Transition Services template. Status reports will be provided weekly by the Transition Manager, exported from NTT DATA's project SharePoint site; export available in Outlook (email), Adobe Reader (.pdf), or PowerPoint (.pptx) format and will include the following data points:

- **Status:** Red, amber, green visual indicators broken down as previous status, current status, and projected status, with high level summary provided for current status
- **Accomplishments:** Bulleted form of accomplishments within the previous week
- **14-Day Outlook:** Bulleted form of expectations, tasks, and deliverables to be completed within upcoming 2-week period
- **Executive Support:** Bulleted form of assistance needed from executive management to clear roadblocks or resolve risks/issues
 - **Issues and Risks:** Dashboard of open and closed items by priority (low, medium, high, critical)
 - **Detail of Open High and Critical Items** to include description, priority, and key dates
 - **Program Milestones/Deliverables**
 - **Summary of Program-Level Contractual Milestones/Deliverables** by name, due date, completed date (if applicable) and red, amber, and green status

Above areas will be broken down by service areas, where the overall section will capture the mentioned details for Transition Management.

3.7.2 Risk Management Methodology and Documentation

NTT DATA's transition methodology is designed to address and manage risks while establishing the necessary governance to provide for a transition's success.

Upon transition initiation, NTT DATA's transition team will immediately establish program controls to identify risks and gaps, followed by strategies to mitigate and resolve them.

The following represent tools and controls which will be utilized for gap analysis and risk management:

- **Risk, Assumptions, Issues, and Dependencies (RAID) Log.** One of NTT DATA's primary program governance controls is a log tracking risks, assumptions, issues, dependencies, and any associated action items. This log will be reviewed both with the State and internally on a weekly basis.

All program risks and actions will be tracked within the log to enable and maintain continual and consistent visibility to any risks, gaps, and associated mitigations.

- **Gap Log.** A primary function of NTT DATA's transition team includes performing assessment and discovery activities, enabling NTT DATA to clearly understand the State's current environment. NTT DATA's transition team will analyze the current environment against NTT DATA's planned solution as well as the contractual agreements between the State and NTT DATA. Any areas where gaps exist are thoroughly recorded in the risk, assumptions, issues, and dependencies log together with mitigation strategies. This practice enables NTT DATA to clearly communicate all program risks to the State and jointly develop a workable solution for each risk.

Over the course of the transition, NTT DATA's team will use this tool to understand project risks and mitigate them appropriately.

3.7.3 Transition Project Schedule

NTT DATA will plan for and perform the Transition Services in a manner that is coordinated with the State and designed to cause the least disruption to the State's employees and users. NTT DATA will incorporate the State's deliverables into the Project Schedule. The Project Schedule will be updated by NTT DATA during the Initiating and Planning phases resulting in an agreed detailed project schedule baseline. Scheduling status will be reported on a weekly basis.

Upon an agreed baseline of the Project Schedule, NTT DATA will deliver to the State any material changes to the Project Schedule for its review and approval via the Change Management process. Such approval not to be unreasonably withheld or delayed. If the State does not approve such material change to the Project Schedule, then the State shall specify in writing and in reasonable detail why it does not approve. In addition, the State will provide any other information reasonably requested by NTT DATA in respect to such request.

If the State has not responded to a request for approval of a material change to the Project Schedule within ten (10) business days after receipt of such notice of a material change to the Project Schedule, then the State will be deemed to have approved such material change to the Project Schedule.

Once the proposed Transition Project Schedule is baselined, the State acknowledges ownership of, and responsibility for, critical dependencies to (1) completion of all acknowledged/assigned tasks as scheduled; and (2) follow Change Management Controls for any variations to the Project Schedule (e.g., requirements, deliverables, due dates).

3.7.4 Services Interface Guide

The Services Interface guide document will be provided in NTT DATA standard format and language, which shall have the following structure.

Description of each process within the Service Area (# of processes will differ by Service Area) to include:

- Process Details
- Purpose
- Process Owner
- In Scope
- Out of Scope
- Inputs
- Outputs
- Tools/Technology Dependencies
- Prerequisite Processes
- Successor Processes
- Assumptions
- Process Workflow Diagram (Visio format)
- Process Narrative (Steps included in the Process Workflow Diagram). Narrative to include:
 - Role
 - Step #
 - Description

Any deviation from the NTT DATA standard format and language requested by the State will go through the Change Control process. Upon acceptance and agreement by both NTT DATA and the State such changes will be made.

3.7.5 Deliverables Acceptance

The State shall either accept or reject each deliverable within fifteen (15) working days of the deliverable being provided to the State for review. If the State rejects the deliverable it shall promptly notify NTT DATA in writing providing a detailed explanation of the reason(s) for rejection.

Following receipt of the notice of rejection, NTT DATA shall have the opportunity to:

- Demonstrate to the State that the deliverable has met the specifications as outlined in this SOW or otherwise agreed in writing by the parties; or
- Correct any error in the deliverable within a reasonable timescale (having regard to the nature of the deliverable and the error) and resubmit it to the State for acceptance pursuant to this section and the terms of this section shall apply to any further testing of the deliverable.

To the extent the State rejects the demonstration and such rejection is commercially reasonable, NTT DATA will continue to demonstrate how the deliverable has meet the specifications under the State accepts the deliverable.

A deliverable is deemed to have been accepted by the State if:

- No notice of rejection is received from the State within the period specified above

3.7.6 Success Factors and Exit Criteria

Identified success factors and exit criteria are noted in the table below:

Critical Success Factors for Transition	<ul style="list-style-type: none"> • Shared vision and goals towards the relationship • Buy-in/agreement from the State and its employees on organizational and culture changes • Attrition planning as required and preparedness to backfill • Knowledge retention and transfer • Collaboration between the State, NTT DATA, and other relevant Third-Party service providers • Training practices • Value and risk management during transition • Process adherence • Security and privacy • Availability of NTT DATA, State personnel, and Third-Party service provider resources
Transition Exit Criteria Guidelines	<p>Completion of all planned activities of transition including:</p> <ul style="list-style-type: none"> • Service Interface Guide documents are approved and signed off • Transition deliverables are completed • Infrastructure and service delivery tool setup are completed and operational • Staff vetting and on-boarding complete

3.8 Transition Plan for the State of Oklahoma End User Device Support

Transition Services are expected to start on the Transition Commencement Date. The Transition Services Initiating phase shall begin on the first business day following Transition Commencement Date. NTT DATA will conduct a formal project kick-off with the State within ten (10) business days from the Transition Commencement Date.

The detailed transition plan will be agreed between NTT DATA and the State as part of the transition initiating and planning phases.

3.8.1 Transition Timeline

The following graphic illustrates the agreed 4-month timeline for the services transition, followed by the phased deployment as agreed with the CLIENT. Transition Management and Tower/Services Transition activities, roles, responsibilities, and deliverables included in the following schedule are described in the subsequent sections of this SOW:



3.8.2 Transition Milestones

The table below provides the specific list of key milestones and their acceptance criteria that represent effective progress and measurement within the transition program and is developed as part of the transition plan.

Critical Transition Milestone	Critical Transition Milestone Name /Description	Acceptance Criteria	Transition Milestone Completion Date	Comments/Qualifiers
1	Transition Kickoff with the State	Conduct official transition Kickoff with the State to begin initiation and planning.	Transition Commencement Date +10 business days	
2	Project Planning phase complete	Conduct a Project Planning Workshop (PPW); produce material that defines the execution plan for the project and includes the required activities for all services. Update Microsoft Project Plan (MPP) as output from the first project schedule and baseline Requirements Traceability Matrix (RTM) is provided. Include feedback from the PPW and	Transition Commencement Date+45 days	Milestone 1 needs to be achieved in order to allow milestone 2 to be accomplished within the agreed timeframe.

Critical Transition Milestone	Critical Transition Milestone Name /Description	Acceptance Criteria	Transition Milestone Completion Date	Comments/Qualifiers
		additional input gathered through operational transition planning meetings and knowledge transfer sessions.		
		Walk through the transition plan (MPP and RTM) with the State to aid in their review.		
3	Services Interface Guide	Meet RTM acceptance criteria for deliverables and review document components with the State.	Transition Commencement Date +3 months	Milestone 2 needs to be achieved in order to allow milestone 3 to be accomplished within the agreed timeframe.
4	Tools and service management functionally ready prior to go-live	Document the State's ITSM tool in the workbooks.	Transition Commencement Date +100 days	Milestone 2 needs to be achieved in order to allow milestone 4 to be accomplished within the agreed timeframe.
		Work with the State to Configure ITSM tool for the work flows as described in workbooks.		
		Work with the State to update ITSM tool with information required for NTT DATA to perform support.		
		Complete service management Operational Readiness checklist and deliverables as described in the RTM, including successful completion of all agreed-on test scenarios.		
5	Services to be transitioned - ready for go-live	Staffing is in place for all services	Transition Commencement Date +4 months	Milestone 2, 3 and 4 needs to be achieved in order to allow milestone 5 to be accomplished within the contracted timeframe
		Tools are in place to enable the team to provide and report on service performance.		
		The State's ITSM toolset is fully configured and operational allowing for receipt of incident, request, problem, and change records and accessible for all in-scope support staff.		

3.9 Transition Services Support Requirements

The State and Third-Party providers support is essential for transition success. The key State and Third-Party support team roles and support requirements used in developing and delivering

the project schedule are outlined in the following table, along with NTT DATA's support requirements.

The State agrees to cooperate with NTT DATA in its delivery of the Services. The State agrees to the following general responsibilities:

The State of Oklahoma and Current Provider(s)/Incumbents Key Transition Support Requirements
The State will provide NTT DATA with any Required Consents necessary to perform the Services in scope of this SOW. Make available, timely management decisions, information, approvals, and acceptances so that NTT DATA may meet its obligations.
Ensure the Services personnel have reasonable and safe access to the project site, a safe working environment, adequate office space, and parking (if applicable); the State will provide access to all necessary hardware, software, equipment, assets, internet access, and facilities (collectively, the "State Assets"/"Assets") to enable NTT DATA to perform the Services.
Provide reasonable access and timely availability of knowledgeable business, technical, and management personnel to NTT DATA as required to deliver the Service without delay.
Facilitate access to the subject matter experts performing the current services. This commitment will be based on the estimated resources needed from incumbent and the State table provided below.
Assist NTT DATA in the timely gathering of information and provide timely current application and infrastructure information, documentation.
Provide remote access to the IT environment for the duration of the project to allow remote discovery, build, testing, or troubleshooting.
Provide NTT DATA with the appropriate access (both physical and electronic), IDs, and password(s) to all proprietary and Third-Party software and tools, as well as applicable hardware, software, and network configurations required to perform its obligations under this SOW.
At locations where the State has technical staff or advocates, with agreement of the State, NTT DATA may use these resources for specific, low effort activities supported by an NTT DATA team or process to benefit the transition.
Respond within three (3) business days to any reasonable NTT DATA request for direction, information, approvals, or decisions that are reasonably necessary for NTT DATA to perform the Services.
If during the delivery of the Services, NTT DATA identifies any issues within the State's existing environment that will affect the delivery of the Services, the State is responsible for resolving the identified issues.
Nominate an individual to act as a SPOC, with the authority to make day-to-day decisions with regard to the Transition including issue resolution, activity scheduling, milestone and deliverable approvals, acceptance criteria specified in the Requirements Traceability Matrix and assigning appropriate internal resources.
Nominate an individual to act as a SPOC and subject matter expert for each in-scope Service for knowledge transfer activities, as defined in the RTM; participate in Transition workshops; and assist NTT DATA in the Transition activities.
Ensure that the nominated NTT DATA SPOC is included on all written communications to NTT DATA relating to the provision of the Services.
Allow NTT DATA to provide the experience and expertise to enable a seamless transition of employees and services.
Provide active participation from the knowledge experts for the NTT DATA planned transition workshops including State representatives, other incumbent service provider leaders, IT and application expert representatives, and other incumbent service provider tower experts (as required) at

The State of Oklahoma and Current Provider(s)/Incumbents Key Transition Support Requirements

the State Project Kickoff Meeting, Planning Workshop and Knowledge Transfer sessions. During these workshops, NTT DATA works with the State and Third Parties to plan the specific time requirements from the knowledge experts while scheduling around their current commitments.

Ensure continuation of current state support for the IT services and environments until NTT DATA assumes service.

During the term of this Contract, promptly notify NTT DATA in writing of a) any changes the State makes to its information technology environment that affects this SOW and b) if the State becomes aware that any of the assumptions are incorrect.

Notify NTT DATA of all change freeze periods two (2) months in advance and/or when known.

Additional key incumbent support requirements and required information include (but are not limited to):

- Commitment to meetings for knowledge transfer per advance schedule provided by NTT DATA
- All available documentation including run books, SOPs, and architecture diagrams
- Scripts—custom or otherwise—that are used in the environment
- Known issues in the system, persistent points of failure
- In-flight project details
- Key resources by service areas
- Tools including proprietary tools used and their function, including:
 - Disposition—will this tool be taken out when the vendor leaves
 - Backup policies
- Access to systems including read-only access to production systems (15 days prior to the start of the phased rollout Period)
- Complete access to production systems related to EUC functions (15 days prior to the start of the phased rollout Period)

Manage all related change control procedures prior to the implementation of the Services as appropriate.

Ensure State personnel (and use reasonable endeavors to procure that any Third-Party Providers shall) fully cooperate with NTT DATA and assist NTT DATA in the preparation and implementation as required to execute the mutually agreed Transition Project Schedule, including training and human resource consultations.

Inform NTT DATA of any internal State activity with the potential to impact the Transition before the Contract is executed by the parties. The State will, working with NTT DATA, manage any ongoing dependencies between this Transition and other State activities and will ensure that any impacts to the Transition are appropriately managed and mitigated, where possible. Where there is an impact to the detailed Project Schedule, it will be adjusted pursuant to the Change Control Procedure.

Provide training (train-the-trainer) for State-provided tools, business applications, compliance and other training required for NTT DATA to be successful in delivering the In-Scope Services. These will be documented in the Transition knowledge transfer plan deliverable in the RTM and there will be a refresher training plan during the Contract Term.

Issue and communicate agreed messages with users, State business stakeholders, and Third-Party Providers, as outlined in the Communication Plan during the Initiating phase and all subsequent Transition phases. Such communication shall ensure correct expectations are set within the State with regards to the way in which the In-Scope Services are delivered by NTT DATA. This includes communication to any changes in service.

Manage and coordinate all State and State Third-Party Service Provider tasks, ensuring adherence to the agreed Project Schedule.

NTT DATA Key Transition Support Requirements

Build, execute, and manage the transition plan. The plan will include specific transition milestones, acceptance criteria.

Verify and validate that the knowledge transfer is sufficient and that all critical processes have been reviewed and understood. Documentation provided by the State will be reviewed and validated against the actual support processes. Any updates to support documents will be addressed during the transition.

Staff the transition project and include the steady-state team that will be supporting the State.

Facilitate proactive communication to the State and within NTT DATA's organization

Deliver all transition activities as detailed in the roles and responsibilities section of this SOW .

3.10 Transition Services Critical Information

Access to accurate transition information in a timely manner is a key dependency of the NTT DATA Project Schedule. The table below identifies the key service areas and the key information required from the State and/or current service providers/incumbents in order to facilitate a best practice transition within the agreed timeline:

Area	Critical Information Required
General	<ul style="list-style-type: none"> • Information as appropriate to facilitate transition execution • List of Third-Party contacts • List of all equipment, software licenses, and lease transfers • Current list of all in-flight business projects related to EUC and their scope • Access to current project document repository (charter documents, status reports, and schedules) • List of the State maintenance, blackout, and freeze windows
Service Management and ITSM Platform/Service Management Workflow System	<ul style="list-style-type: none"> • Export data from current ticketing system for configuration of DSO tool • ITSM and CMDB integration points • Current operating procedures documentation • Detailed diagrams and descriptions of current service management processes • IT Org Chart which identifies existing support groups and members
Service Desk	<ul style="list-style-type: none"> • All call data details, history, and knowledgebase material • All the assigning groups and processes and procedures to support • Any atypical activities currently performed by the desks • Access to, or extract from, relevant document libraries/repositories, to include SOPs, knowledgebase articles, scripts, and configuration documents • ITSM extract to include: # of transactions 180-day ticket data for incidents, requests and changes; resolved vs escalated; top 10 drivers; and Assignee group names. • Escalation and communication plan to include escalation matrix and SITMan/Critical Incident call procedures • IVR and ACD Data (call volumes, call logs, abandon rates, hold times) • Demographics of user base to include # of users/regions/languages currently supported • Service Desk Tools (Remote admin, AD tools, User admin, intake channels (voice, email, chat), app management/support tools) • Supported application list to include: descriptions, assignee groups, owners and contact lists, application to server mapping

Area	Critical Information Required
	<ul style="list-style-type: none"> Severity definitions / SLA/OLA Matrix / out of scopes services, sites, assets
Field Services/Desktop Support	<ul style="list-style-type: none"> All incident, request and change data details, CSAT history, and knowledgebase material related to EUC All the assigning groups and processes and procedures to support Any atypical activities currently performed by the field services personnel All supported location sites with the following included for each site: physical address, shipping address, current staffed locations, count of assets (supported asset list), count of users, business units, and site hours/support hours.
Asset Management	<ul style="list-style-type: none"> All State hardware inventories, hardware asset management history, and knowledgebase material within scope of the Contract All of the State's End User software inventories and license management documentation Current billing processes including detail for invoices All of the assignee groups and processes and procedures to support the State Operational details regarding any atypical activities currently performed by the asset management function
Desktop Engineering	<ul style="list-style-type: none"> Explicit list of included physical locations with counts of devices per location Explicit list of hardware and/or software to be managed with associated documentation and all available details Password inventory list – local admin passwords for desktop engineering management tools or any other specific tool sets utilized in the current environment (if NTT DATA will utilize the State-owned platforms) Hardware lifecycle process documentation Network diagrams/documentation regarding the connectivity and bandwidth between all physical locations to be supported Documentation and access to current processes and materials for all supported services Documentation regarding and access to Active Directory and Group Policy Objects. All forests, domains, etc.

3.11 Roles and Responsibilities

Each of the tables in this section sets forth a responsibility matrix describing the respective responsibilities of NTT DATA and the State.

NTT DATA shall perform those activities for which “NTT DATA” is listed as the responsible party in the applicable table, and the State shall continue to perform those activities for which “The State” is listed as the responsible party, indicated in each case with an “X” in the applicable column.

The following table identifies the Transition Management roles and responsibilities that NTT DATA and the State will perform, including activities that cross all service areas.

Tasks Activities and Responsibilities – Transition Management and Cross Functional Services	NTT DATA	The State	Comments/Qualifiers
Appoint a SPOC for escalation of service-related issues at a transition program level and for each service area	X	X	

Tasks Activities and Responsibilities – Transition Management and Cross Functional Services	NTT DATA	The State	Comments/Qualifiers
Maintain the SOW, Contract and Change Request records	X		
Initiate and facilitate change requests for services scope changes to existing services or the addition of new services	X	X	
Make available the necessary resources to assist the NTT DATA transition team in due diligence, discovery, assessment activities and assumption validation		X	
Provide all State service management ticket data details, history, and knowledgebase materials		X	
Manage State program-related tasks and resources in a timely manner		X	
Coordinate NTT DATA's staffing and resource logistics required to deliver transition services	X		
Manage NTT DATA personnel and subcontractors	X		
Lead the Transition Kickoff, ongoing Transition Service meetings, Transition governance reviews, and weekly reports as defined in the Contract	X		
Transition all the relevant service delivery processes in each of the service areas such as, Service Level Management, and the respective tower specific and cross-functional tools prior to takeover of the operations	X		
Establish and maintain a Transition Project Schedule, and communicate project status to the State	X		
Facilitate meetings to communicate roles and responsibilities, review assumptions and requirements, and schedule activities	X		The State shall participate
Expedite the knowledge transfer process by scheduling all sub-tracks listed above in parallel for comprehensive knowledge transfer and documentation	X	X	
Resolve issues in a timely manner to support the contracted timelines	X	X	
Manage the State's Third-Party suppliers' compliance with their obligations set out in the Operational Level Agreements (OLAs) or otherwise relating to the services prior to NTT DATA's Assumption of Services		X	
Provide the engagement of other State Agencies such as HR, security, and facilities as required		X	
Provide access to interview operations managers, service leads, and allow shadowing of day-to-day activities		X	
Attend State program, change management, operational, and service review meetings, as required	X	X	
Approve the transition success criteria		X	

Tasks Activities and Responsibilities – Transition Management and Cross Functional Services	NTT DATA	The State	Comments/Qualifiers
Implement success criteria into the Transition Schedule	X		
Implement change management process with the State and prepare any change requests to the SOW, Transition Schedule, and any related project documentation	X	X	
Establish and maintain an issues log, risk log, and work with the State to identify and implement resolutions to Transition Program issues	X		
Respond to assessment and discovery questionnaires in a timely manner		X	
Provide site specific business requirements and operational support needed for transition		X	
Manage NTT DATA process and procedural documentation	X		
Conduct the knowledge transfer for understanding and requirements for infrastructure and End User support	X		
Provide a detailed questionnaire to facilitate gathering of discovery data	X		
Provide, to the extent available, existing policy, process, and procedures documentation		X	
Provide support templates of already established knowledge base articles or documentation for known service issues or service request		X	
Provide contact information for third parties providing support for incidents outside of the scope of NTT DATA's obligations		X	
Provide current hardware and software inventory by location, expected request type for service request, documentation of network infrastructure, and documentation of current state of systems, process and roles that support the transitioned services		X	
Document the gaps and mitigation recommendations between supported assets, locations, and service activity volumes assumed and those actually in place within the State environment	X		
Create and submit Change Requests, if necessary, to close any gaps between the preliminary assumptions and those validated through due diligence	X		
Validate supported assets, software, request types, network infrastructure, and End User service processes	X		
Coordinate the addition of State-specific policy and troubleshooting knowledge (provided by the State in the form of Support Templates) into NTT DATA knowledge base	X		

Tasks Activities and Responsibilities – Transition Management and Cross Functional Services	NTT DATA	The State	Comments/Qualifiers
Provide all the assigning groups and processes and procedures to support the State	X		
Configure Service Management Workflow System for the State to support in scope services		X	
Establish the standard business process for transitioned services reconciliation and billing with the State	X		
Make toolsets available to meet related Service Level reporting requirements.	X	X	
Integrate applicable and approved State policies and procedures into the standard transition process	X		
Establish the standard performance reporting templates and the review process for the Transition service	X		
Provide access to operations managers, End Users, and SMEs for interviews on current-state processes and its documentation		X	
Manage the service delivery teams to comply with the Transition Schedule	X		
Manage service escalation and complaints	X	X	
Manage Third-Party suppliers involved in transition that are contracted directly to the State		X	
Manage communications to business and business users as per the State and program requirements		X	
Provide any atypical activities details performed by the service area today		X	
Manage the service delivery teams to comply with the contracted Service Level Agreements (SLA)	X		The State shall participate

Service Management Services

In addition to the responsibilities outlined in the above table, the following identifies the Service Management specific Transition Services roles and responsibilities that NTT DATA and the State will perform as part of the Transition:

Tasks Activities and Responsibilities – Service Management	NTT DATA	State /Current Service Provider	Comments/Qualifiers
Establish standard operating process for Incident, Request, Change Management, and Problem Management	X		
Provide NTT DATA governance policies for the State's Incident, Request, Change Management, and Problem Management		X	
Engage reporting team to deploy reporting capabilities for in-scope services	X		

Tasks Activities and Responsibilities – Service Management	NTT DATA	State /Current Service Provider	Comments/Qualifiers
Establish, at the ITSM Platform level, EUC Service Levels measurement and related documentation		X	
Import Organizational Structure, End User/Requester Groups/Resolver Groups Demographics into Service Management Workflow System		X	
Establish or communicate the NTT DATA Internal Communication Plan for major incident management		X	
Provide support to the State group for communication material for in-scope services	X		
Prepare service management support during NTT DATA's shadow support in the executing phase in a gradual manner and take over support only for the tickets which are opened post Assumption of Service	X		
Collect configuration items information and data, as an output of environment's inventory, performed within each tower and upload the data in the CMDB	X		
Review CMDB entries and review for accuracy. Submit requests for change if data is inaccurate	X	X	
Review Services Interface Guide and modify, if required	X		
Allow NTT DATA to shadow current support personnel in order to gain an understanding of the day-to-day activities. Also, attend regular meetings to complete knowledge transfer.		X	
Configure State Tools in line with the Project Schedule when using the State's ITSM toolset (Cherwell)		X	

Service Desk Services

In addition to the responsibilities outlined in the above section, the transition plan for Service Desk is to take over existing support for “as-is” environments. The service transition approach includes the following key activities and requirements:

Tasks Activities and Responsibilities – Service Desk	NTT DATA	State /Current Service Provider	Comments/Qualifiers
Develop NTT DATA Service Desk standard operating procedures	X		

Tasks Activities and Responsibilities – Service Desk	NTT DATA	State /Current Service Provider	Comments/Qualifiers
Acknowledge NTT DATA Service Desk standard operating procedures		X	
Make IVR datasets and toolsets available to meet telephony-related Service Level reporting requirements	X	X	
Setup the State's ACD system to transfer EUC Service Desk number to transfer calls to NTT DATA		X	
Provide access to Third-Party resources for knowledge transfer		X	
Complete knowledge transfer prior to the transfer of services	X		
Supply copies of existing IVR call transfer trees		X	
Initiate planning for operational staffing, inventory, environment assessment and gap analysis, knowledge transfer, go-live readiness, go-live, and early life support activities as part of the operational transition	X		
Perform training for new agents on State infrastructure and End User support specifics	X		
Prepare request management support during NTT DATA's shadow support in the executing phase in a gradual manner and take over support only for the request management tickets which are opened post Assumption of Service	X		
Identify reporting requirements and implement standard tools or request implementation of standard tools if toolset not owned by NTT DATA Field Services team	X		
Review standard policies and procedures and modify, if required	X		
Allow NTT DATA to shadow current support personnel in order to gain an understanding of the day-to-day activities. Also, attend regular meetings to complete knowledge transfer.		X	
Provide current documentation on daily operational activities and runbooks.		X	
Initiate and facilitate change requests for services scope changes to existing services or the addition of new services.	X	X	

Tasks Activities and Responsibilities – Service Desk	NTT DATA	State /Current Service Provider	Comments/Qualifiers
Create and make available a supported End User hardware and software list		X	

Field Services

In addition to the responsibilities outlined in the above section, the transition plan for field services is to take over existing support of in scope activities for “as-is” environments from the insourced teams during the transition. The service transition approach includes the following key activities and requirements:

Tasks Activities and Responsibilities-Field Services	NTT DATA	State/Current Service Provider	Comments/Qualifiers
Transition the Field Services into multiple sub tracks as below: <ul style="list-style-type: none"> Incidents Requests Third-party and vendor management 	X		
Work with State Service Management personnel to create and/or update Service Requests forms and processes to integrate with Field Services	X		
Review standard policies and procedures and request modifications, if required	X		
Create and or update Field Services processes and work instructions	X		State/incumbent to provide existing documentation pertaining to Service Area
Provide all asset information in the requested format to NTT DATA. Provide access, if necessary, to the data center and operating system instances in order for NTT DATA to verify the accuracy of the inventory.		X	
Provide contact information for the State’s Third Parties providing support for incidents outside of the scope of NTT DATA’s obligations.		X	
Create and make available a supported End User hardware and software list		X	
Authorize NTT DATA to perform warranty work as needed with Third-Party suppliers		X	

Workplace Engineering Services

In addition to the responsibilities outlined in the above section, the transition plan for desktop engineering is to take over existing support for “as-is” environments from the insourced teams during the transition. The service transition approach includes the following key activities and requirements:

Tasks Activities and Responsibilities – Workplace Engineering	NTT DATA	State /Current Service Provider	Comments/Qualifiers
Transition the workplace engineering services into multiple sub tracks as below: Image Management <ul style="list-style-type: none"> • Application Packaging • Patch Management • Configuration Management Infrastructure Management • Other 	X		
Initiate planning for operational staffing, inventory, environment assessment and gap analysis, knowledge transfer, go-live readiness, go-live, and early life support activities as part of the operational transition	X	X	
Prepare request management support during NTT DATA's shadow support in the executing phase in a gradual manner and take over support only for the request management tickets which are opened post Assumption of Service.	X	X	May be shared by the State and NTT DATA.
Develop NTT DATA Desktop Engineering Support standard operating procedures	X		
Acknowledge NTT DATA Desktop Engineering standard operating procedures		X	
Provide End User workstation policies options for System Management and Deployment		X	
Provide End User device policies that will be used with Desktop Engineering service		X	
Design, install and implement toolset to be used for management of devices defined as in-scope for the services delivered to the State by NTT DATA Desktop Engineering		X	
Provide details relevant to device discovery and any specific systems to exclude from management		X	
Provide current End User Device Operating System images and related documentation to NTT DATA		X	
Provide documentation for current release and patching schedules		X	
Deliver Desktop Engineering steady-state support services (patch management, image management, and deployment management) and associated deliverables (packaged images, packaged applications, patch events, distribution management)	X		

Tasks Activities and Responsibilities – Workplace Engineering	NTT DATA	State /Current Service Provider	Comments/Qualifiers
only after the Assumption of Services date for the service area			

Asset Management Services

In addition to the responsibilities outlined in the above section, the transition plan for asset management services is to take over existing support for “as-is” environments from the insourced teams during the transition. The service transition approach includes the following key activities and requirements:

Tasks Activities and Responsibilities -= Asset Management	NTT DATA	State/Current Service Provider	Comments/Qualifiers
Initiate planning for operational staffing, inventory, environment assessment and gap analysis, knowledge transfer, go-live readiness, go-live, and early life support activities as part of the operational transition	X		
Prepare request management support during NTT DATA’s shadow support in the executing phase in a gradual manner and take over support only for the request management tickets which are opened post Assumption of Service	X		
Work with current support to gain understanding of the day to day support activities.	X		
Review Asset Management Database (AMDB) entries and review for accuracy. Submit requests for change if data is inaccurate	X		
Identify reporting requirements and implement standard tools or request implementation of standard tools if toolset not owned by NTT DATA Asset management team	X		
Review standard policies and procedures and modify, if required	X		
Develop centralized hardware asset management processes	X		
Develop future-state hardware asset management strategy with the State	X		
Develop centralized software asset management process	X		
Develop future state software asset management strategy with the State	X		
Develop bridging plan between current mode of operations and future mode of operations	X		

Tasks Activities and Responsibilities -= Asset Management	NTT DATA	State/Current Service Provider	Comments/Qualifiers
Document business policies and procedures to control the hardware and software lifecycle	X		
Document the integration of relevant data sources including but not limited to acquisition, discovery, HR, incident, change, request, and disposition processes, and procedures	X		
Provide support process and tool integration; stand up and integrate AMDB and DSO to Cherwell CMDB interface activity, with all supporting interfaces from external data resources	X		
Provide communication and education about software/hardware asset management program	X		
Implement revised business policies and procedures	X		
Test and identify issues, mitigate and retest environment, perform operational readiness review, and hand over to steady state	X		
Provide all asset information in the requested format to NTT DATA		X	
Provide the Flexera and DSO toolsets required to perform the hardware asset management operation	X		
Setup or verify remote management access for the Asset Management devices and systems administration team	X		
Provide all State hardware inventories, hardware asset management history, and knowledgebase material		X	

3.12 Assumptions and Dependencies

3.12.1 Assumptions

This section sets forth the assumptions and dependencies for NTT DATA to perform the Transition Services.

Transition General

- 1) The State and/or existing incumbent service provider shall continue to provide the in-scope Services until NTT DATA will assume services on the Service Assumption Date.
- 2) Duration and Phasing – transition resources will be provided by NTT DATA to support a single phase, concurrent transition across all in-scope Services within a period not exceeding 4 months.

- 3) Due Diligence Information – the information provided by the State to NTT DATA during due diligence is accurate to the best of the State’s knowledge at time provided and will be used as the basis for the transition discovery exercise.
- 4) State Resources – the State will ensure necessary resources are available to support knowledge transfer and transition activities.
- 5) State and NTT Data Responsibilities – the State and NTT Data will ensure that all its responsibilities, as defined and detailed in this SOW, will be met.
- 6) Systems and Tools – the State will provide NTT DATA personnel access to the systems and tools necessary to provide services. NTT DATA shall follow State onboarding requirements to obtain access.
- 7) Documentation – the State will provide access to all necessary documentation to support training and delivery activities.
- 8) English is the language that will be used for all services delivered, and all communications.

3.12.2 Dependencies

To deliver services as set forth in this SOW, NTT DATA is dependent upon the State to:

- 1) Provide required timely consents and approvals.
- 2) Provide required logical and physical environment access to support the Transition Services.
- 3) Make available, timely management decisions, information, approvals, and acceptances so that NTT DATA may meet its obligations.
- 4) Ensure that no hardware or software will be procured on behalf of the State without approval to proceed. The Transition Project Schedule is dependent on the timely procurement of relevant hardware and software.
- 5) Manage its Third-Party partners and/or current incumbents.
- 6) Deploy any in-scope applications and related tools to support the agreed upon Transition Schedule.

3.13 Phased Rollout

NTT DATA will assume steady state services in a Phased Rollout approach. The Phased Rollout will consist of two phases as described below.

NTT DATA will commence the first phase of Steady State services following the Transition Phase and will provide the services shown below to a single agency representing approximately 4,000 Authorized End Users.

Immediately following the initial phase, eight weeks in duration of approximately 4000 Authorized End Users, NTT DATA will assume the service responsibilities described below, in phase 2, to the remaining in-scope agencies within the State of Oklahoma. The Phased Rollout solution includes the following specifications:

Phase 1

Number of Users/Devices: Approximately 4,000 Authorized End Users

- **Proposed Services:** (as defined in these SOW Sections)
 - Governance and Service Management

- Service Desk Services
- Field Services
- Desktop Engineering Services
- Asset Management Services
- Employee Experience Services
- **Timing:** beginning month 5, or immediately following the Transition phase, with a duration of 8 weeks.

Phase 2

- Number of Users/Devices: Approximately 26,015 additional Authorized End Users
- Proposed Services: (As defined in these SOW sections)
 - Governance and Service Management
 - Service Desk Services
 - Field Services
 - Desktop Engineering Services
 - Asset Management Services
- Timing: beginning month 7, or immediately following phase 1 of this phased rollout.

4. Service Desk Services

4.1 Service Desk Summary

4.1.1 Support Hours/Contact Methods

NTT DATA will deliver Service Desk availability 24 hours, 7 days per week, 365 days per year. Multi-channel access will be provided to End Users.

NTT DATA will configure contact channel systems to allow End Users to contact the Service Desk through a choice of contact channels.

These include:

- A local number for voice contacts
- Web chat configured within the Client's web portal
- Self-service tickets via NTT DATA's web portal
- Email using a single common email address
- The voice channel will be established by means of a central single receiving telephone number. NTT DATA will provide and configure the communications systems which will enable receipt of contacts, queuing of the contact channels and appropriate routing of contacts within the Service Desk. The State will be responsible to configure the call routing to NTT DATA's provided Service Desk contact number or communicate the direct number to End Users.

4.1.2 Service Delivery Locations

The Service Provider will deliver Service Desk services from NTT DATA's Oklahoma City service center at 3601 SW 15th., Oklahoma City, OK 73127. All support will be delivered in the English language.

4.1.3 Service Desk Processes

The End Users will contact the NTT DATA Service Desk via the contact channels described above. NTT DATA will staff Service Desk Agents to appropriate staffing levels around the clock to meet the demands of the assumed contact flows. All NTT DATA Service Desk Agents are thoroughly trained in NTT DATA service management processes and procedures, with a strong focus on attaining high first call resolution.

Service Desk Agents will, upon receipt of Contact, perform entitlement services for each Contact, log the Contact into the Client's supplied Ticketing System, perform real-time remote Incident troubleshooting and Request resolution. NTT DATA Service Desk Agents will attempt resolution of Incidents and fulfillment of Requests using instructions in the knowledge base or, if unable to resolve or fulfil, will route (via the State supplied Ticketing System) to other Level 2 support groups for more specialized support. For Incidents within the End User desktop technologies realm, the Service Provider will utilize Level 1.5 Service Desk Agents more acutely skilled in these technologies. Typically, Incident resolutions of this type are aimed at more complex issues that do not have detailed work instructions and require extended handle times. Both standard traditional Level 1 and the previously described Level 1.5 advanced technical support will utilize Service Provider supplied remote control of an End User's device to expedite problem analysis and resolution.

For each Service Contact, the agents will perform:

- **Validation and Entitlement** – verifying the End User’s name and unique persona information to document the ticket information.
- **Triage and Ticket Assignment** – gather symptoms or circumstances from the End User and resolve the issue during the first call or forward to the appropriate Resolver Group.
- **Ticket Prioritization** – assign priority for resolution based on the impact for the End User and information in the knowledge base.
- **Major Incident Management** – in the event of a significant issue that impacts the State’s business operations the Service Desk will add a Client-approved message to the inbound contact phone number to alert End Users of the incident and will also provide ongoing status of the event via an approved message published on the self-service portal. This keeps users informed and reduces the number of tickets and contacts to the Service Desk.
- **Ticket Closure** – mark tickets as “resolved” or leave open for follow-on Resolver Groups to complete.
- **End User Satisfaction Surveys (CSAT)** – include a link to a satisfaction survey when each ticket is closed to solicit End User feedback.

Each contact will be documented, tracked, and escalated if necessary, until the request is satisfied.

4.1.4 Ticketing System

NTT DATA Service Desk personnel will use the State supplied Ticketing System (Cherwell).

4.1.5 Scope of Support

4.1.5.1 Operating System Support-Incident Management

The Service Provider will provide support for current versions of Microsoft Windows and MAC OS operating systems.

4.1.5.2 Software Support

NTT DATA will support the End User “commercial off the shelf” (COTS) applications such as Microsoft Office (Excel, Word, and PowerPoint), Skype for Business, Adobe Reader, and Antivirus. This support includes answering End User inquiries, directing them to self-service materials made available on the knowledge management portal or escalating to specialized Level 2 support groups. If the State employs internally developed or industry-specific applications, the NTT DATA Service Desk will provide Level 1 and Level 1.5 support for these special applications assuming the State provides current and sufficient documentation and training.

4.1.5.3 Hardware Troubleshooting and Routing

The NTT DATA Service Desk will provide Level 1 and Level 1.5 troubleshooting for PC systems, including system configurations, peripheral and device management, network access, and other hardware related issues. If necessary, Service Desk Agents will dispatch specialized client field technicians or on-site warranty service technicians.

4.1.6 Reporting

The Service Provider will deliver monthly performance reports to designated Office of Management and Enterprise Services (OMES) leaders via email. In addition, designated OMES

oversight and functional leaders will have on-demand access to a web-based portal to access reports and dashboards of real-time Service Desk operational and ticket metrics.

4.2 NTT DATA and the State Obligations

During the Contract Term, NTT DATA will perform the tasks set forth in the tables below that are designated with a check mark (X) in the NTT DATA column in each table. During the Contract Term, the State will perform the tasks set forth in the tables below that are designated with a check mark (X) in the State column in each table.

Table (A) – Transition of Certain Client’s Service Desk Functions to NTT DATA Description of Tasks	NTT DATA	The State
<ul style="list-style-type: none"> Initiate planning efforts and establish a transition team consisting of a Delivery Executive, Transition Manager, and a Level 1 Service Desk Manager, the number and duration of such NTT DATA resources during the Transition Period to be at NTT DATA’s reasonable discretion. 	X	
<ul style="list-style-type: none"> Conduct a kickoff meeting and project initiation workshop to establish the mutually agreed upon schedules, priorities, and milestones for the Transition Period, all subject to <u>Row (4)</u> below. 	X	
<ul style="list-style-type: none"> Cause the appropriate State resources to attend and participate in the above-described kickoff meeting and workshop. 		X
<ul style="list-style-type: none"> Establish a project plan for completion of the Transition Services no later than the end of the Transition Period and provide such plan to the State for review and approval. 	X	
<ul style="list-style-type: none"> Review and approve, as appropriate, the above-described project plan for the Transition Services (upon approval, the project plan, along with the modifications to such plan as agreed to by the parties throughout the Transition Period, shall be referred to hereafter as the “Transition Plan”). 		X
<ul style="list-style-type: none"> Perform the obligations designated as its responsibility in the Transition Plan. 	X	X
<ul style="list-style-type: none"> Provide the State with requirements for the implementation of the ACD, knowledgebase and Service Level reporting. 	X	
<ul style="list-style-type: none"> Choose, provide, maintain and pay for the following tools and associated licenses to establish the Level 1 Service Desk. <ul style="list-style-type: none"> ACD Call-in telephone number 	X	
<ul style="list-style-type: none"> Except for Row (8) above, provide, maintain, and pay for all required tools and associated licenses to establish the Level 1 Service Desk, which will include, but not be limited to, the following: <ul style="list-style-type: none"> Ticketing System Configuration management database Knowledgebase tool Electronic paging and alerts Remote access tool The State satisfaction tool Reporting for the above tools and Service Levels 		X

Table (A) – Transition of Certain Client’s Service Desk Functions to NTT DATA Description of Tasks	NTT DATA	The State
<ul style="list-style-type: none"> Establish the Level 1 Service Desk Agents, training staff, and Service Desk Support Specialist necessary to manage the Level 1 Service Desk as deemed appropriate by NTT DATA. 	X	
<ul style="list-style-type: none"> Establish the service management processes, and governance meetings and activities necessary to manage the Level 1 Service Desk as deemed appropriate by NTT DATA. 	X	
<ul style="list-style-type: none"> Gather detailed information on the software, including configuration and issue resolution procedures relating to the software; review system and software documentation, Client’s existing Incident resolution procedures and root cause analysis processes. 	X	
<ul style="list-style-type: none"> To the extent applicable to the scope of services provided by NTT DATA, provide NTT DATA with access to Client’s existing system and software applications documentation, Incident resolution procedures and root cause analysis, including electronic copies of planning documents, specifications, workflows, procedure manuals for Third-Party Software (if allowed under Client’s license), test plans, test data, test scripts, project lists, production schedules, change logs, decision trees, escalation trees, disaster recovery plans; in the event that the State is unable to provide access to any Third-Party Software application(s), NTT DATA’s responsibility with respect to Incidents involving such software shall be limited to accepting the End User’s initial contact via an Inbound Call Contact, web chat contact or an Email/Self-Service Contact, opening a ticket in the Ticketing System, and allowing the Ticketing System to escalate such Incidents to Level 2 Support. 		X
<ul style="list-style-type: none"> Provide NTT DATA with completed data collection and tool set up documentation as requested by NTT DATA on a timely basis. 		X
<ul style="list-style-type: none"> Review Client’s historical Service Desk related performance Service Levels, if any have been provided to NTT DATA by the State. 	X	
<ul style="list-style-type: none"> Make available to NTT DATA any historical data regarding Client operation of its service desk, including historical tickets and workflows reflecting historical Priority Level 1 and Priority Level 2 Incidents and resolutions. 		X
<ul style="list-style-type: none"> Establish ongoing Level 1 Service Desk operations and Service Management Support on or before the end of the Transition Period as agreed to in the Transition Plan and consistent with Table (C) in Section 4.2. 	X	
<ul style="list-style-type: none"> Provide NTT DATA with timely support and participation of appropriate State leadership, IT staff, and applicable third parties in planning workshops, due diligence, and knowledge transfer activities in accordance with the mutually agreed project plans. 		X
<ul style="list-style-type: none"> Review findings resulting from NTT DATA due diligence process with the State and confirm or adjust the number of Service Desk Agents, Service Managers, and associated skill sets required; in the event that the due diligence indicates a change in the number of such resources are required, prepare and provide the State with an amendment to this SOW to adjust the Services, Service Levels and/or the fees for the Services, as applicable. 	X	

Table (A) – Transition of Certain Client’s Service Desk Functions to NTT DATA Description of Tasks	NTT DATA	The State
<ul style="list-style-type: none"> Review findings resulting from NTT DATA’s due diligence process and work in good faith to agree upon the amendment described in the row above. 	X	X
<ul style="list-style-type: none"> Provide NTT DATA with any IT support procedures documentation that NTT DATA is expected to follow. 		X
<ul style="list-style-type: none"> Provide NTT DATA with an initial list of customer representatives that will provide Level 2 Support. 		X
<ul style="list-style-type: none"> Establish and maintain the telephone numbers to provide access to the Level 1 Service Desk. 	X	
<ul style="list-style-type: none"> Establish, maintain, and pay for the ACD; set up to direct call flow to the Level 1 Service Desk. 	X	
<ul style="list-style-type: none"> Within the last 30 days of the Transition Period, in coordination with NTT DATA team, test the Level 1 Service Desk telephone access prior to the last day of the Transition Period. 		X
<ul style="list-style-type: none"> Review and approve SOPs established by NTT DATA for the Level 1 Service Desk and the Service Management operations related to the Level 1 Service Desk. 		X
<ul style="list-style-type: none"> Provide the State with templates for the reports set forth in Section 8. See Row (2) of Table (E) in Section 4.2 for the responsibility to generate the reports each Month. 	X	
<ul style="list-style-type: none"> Build, test and implement the reports set forth in <u>Section 8</u> in Client’s reporting system. 		X
<ul style="list-style-type: none"> Review and approve the customer satisfaction survey template and measurement process as further described in Table (F) of this Section 4.2. 	X	
<ul style="list-style-type: none"> Build, test and implement the customer satisfaction survey and measurement process as further described in Table (F) of this Section 4.2. 		X
<ul style="list-style-type: none"> Prior to the last day of the Transition Period, configure the Client’s ACD to forward calls appropriate for the NTT DATA Level 1 Service Desk telephone number along with the appropriate instructions for End Users to contact the Level 1 Service Desk; such instructions shall include, but not be limited to, the following: <ul style="list-style-type: none"> Instructions on End Users’ requirements regarding providing the appropriate information in order to assist the Service Desk Agents diagnose, classify and route Incidents to other parties, as necessary. Instruction on End Users’ requirements regarding reporting Priority Level 1 and Priority Level 2 Incidents by telephone only. 		X
<ul style="list-style-type: none"> Provide and pay for the components of a virtual private network (VPN) located at NTT DATA facilities, such as the network equipment and internet bandwidth, that will establish network connectivity between the NTT DATA facilities and the State facilities. 	X	
<ul style="list-style-type: none"> Provide and pay for the components of a virtual private network (VPN) located at the State facilities, such as the network equipment and internet 		X

Table (A) – Transition of Certain Client’s Service Desk Functions to NTT DATA Description of Tasks	NTT DATA	The State
bandwidth, that will establish network connectivity between the NTT DATA facilities and the State facilities.		
<ul style="list-style-type: none"> • Prior to the Go Live Date develop the SOPs regarding workflow, call handling for contacts, incident processing, request processing and after-hours communications. Within 30 days of the Go Live Date, provide the State with the SOPs used by NTT DATA to operate and maintain the Level 1 Service Desk, which will include the following: <ul style="list-style-type: none"> ◦ Methods and procedures for contacting after-hours support ◦ Prioritizing and resolving Incidents ◦ Developing, reviewing, and approving of change order adjustments 	X	
<ul style="list-style-type: none"> • Provide knowledgebase content, which includes any available written instructions on resolving Contacts regarding customer-specific software, internal escalation instructions, and IT procedures and workflows NTT DATA is expected to follow. Provide historical ticket data for up to one year of historical tickets reflecting the types of calls handled and volumes of such calls. 		X
<ul style="list-style-type: none"> • Review Client’s knowledgebase content and historical ticket data to review the types of calls handled and volumes of such calls, as well as identify what content needs to be provided to the Service Desk Agents for training purposes during the Transition Period. 	X	
<ul style="list-style-type: none"> • Work with the State to categorize Incident and Request types by category/subcategory(ies) combinations, identify those category combinations that are mutually agreed to be Resolvable Incidents, and flag those combinations such that the tickets with those category combinations will be flagged as such for FCR reporting. 	X	
<ul style="list-style-type: none"> • Work with NTT DATA to categorize Incident and Request types by category/subcategory(ies) combinations, identify those category combinations that are mutually agreed to be Resolvable Incidents, and flag those combinations such that the tickets with those category combinations will be flagged as such for FCR reporting. 		X
<ul style="list-style-type: none"> • Work with the State to mutually agree to a measurement and reporting methodology for the Response to Email/Self-Service/Web Chat Contacts Service Level as defined in Attachment A2, Priority and Service Level Definitions prior to such Service Level becoming effective. 	X	
<ul style="list-style-type: none"> • Work with NTT DATA to mutually agree to a measurement and reporting methodology for the Response to Email/Self-Service/Web Chat Contacts Service Level as defined in Attachment A2, Priority and Service Level Definitions prior to such Service Level becoming effective. 		X
<ul style="list-style-type: none"> • Work with the State to document the process (Change Management Process) by which the parties implement changes to the methods or processes by which the Services are delivered by the Level 1 Service Desk, including but not limited to the software supported by the Level 1 Service Desk. 	X	
<ul style="list-style-type: none"> • Work with NTT DATA to document the Change Management Process. 		X
<ul style="list-style-type: none"> • Work with the State to document the process (Dispute Resolution Process) by which the parties work together in good faith to resolve disputes with respect to the acceptability or rejection of a Written Excuse. 	X	

Table (A) – Transition of Certain Client’s Service Desk Functions to NTT DATA	NTT DATA	The State
Description of Tasks		
Such process should begin with escalation of dispute(s) to each SPOC and to successively higher leaders until resolved.		
<ul style="list-style-type: none"> Work with NTT DATA to document the Dispute Resolution Process. 		X

Table (B) – Level 1 Support	NTT DATA	The State
Description of Tasks		
<ul style="list-style-type: none"> Commencing on the Contract Effective Date, provide Level 1 Support, consisting of the Services designated as NTT DATA’s responsibility in this Table (B) to provide the State with a first point of contact 24 hours per day every calendar day for End Users to report Incidents and submit Requests via a telephone number, Web Chat, email or self-service functionality of the Ticketing System for designated State personnel. 	X	
<ul style="list-style-type: none"> Open a ticket in the Ticketing System for every reported Incident or Request and, with respect to Incidents, assign an appropriate Priority Level based on the nature of the Incident (subject to the definitions in Attachment A2, Priority and Service Level Definitions). 	X	
<ul style="list-style-type: none"> Provide description of any existing Incident and Request types to be mapped into standard types in the Ticketing System. 		X
<ul style="list-style-type: none"> Respond to each Incident and each Request as follows: <ul style="list-style-type: none"> For Resolvable Incidents, provide diagnostic support to the End User to resolve and attempt to resolve the Incident on initial Contact. If unable to resolve within approximately 10 minutes, update the corresponding ticket and allow it to escalate to Level 2 Support. For clarification, 10 minutes is a guideline. If the Service Desk Agent believes the Incident can be resolved but needs slightly more than 10 minutes, then he/she should do so. Similarly, if the Service Desk Agent believes the Incident cannot be resolved within approximately 10 minutes, then he/she should update the corresponding ticket and allow it to escalate to Level 2 Support. For Incidents that are not Resolvable Incidents, update the corresponding ticket and route such ticket to the pre-determined State personnel by assigning to the appropriate queue in the Ticketing System. For Requests, update the corresponding ticket and route such ticket to the pre-determined State personnel by assigning to the appropriate queue in the Ticketing System. For Incidents or Requests that are not supported by NTT DATA (e.g., network requests, internal State requests, etc., the caller will be instructed to contact the correct desk. (Alternatively, the Service Desk will transfer the request to the appropriate State resource if the appropriate info has been provided to the NTT DATA Service Desk). Note that such Incidents and Requests may generate a Per Contact Fee if they otherwise meet the definition of Inbound Call Contact. 	X	
<ul style="list-style-type: none"> Cause the appropriate State resources that are assigned tickets to document and update the applicable tickets with status, resolution information and closure. 		X

Table (B) – Level 1 Support Description of Tasks	NTT DATA	The State
<ul style="list-style-type: none"> Provide automated alerts from the Ticketing System to the appropriate State personnel as notification when Priority Level 1 or Priority Level 2 Incidents are opened (subject to the State authorization and availability of email or paging). 		X
<ul style="list-style-type: none"> Provide notification email (when authorized and when the State email information is available) to appropriate End User indicating resolution of Incident upon closing of the corresponding ticket. 		X
<ul style="list-style-type: none"> Record all calls to the Level 1 Service Desk for a rolling 1 month period; store such recordings for one (1) month after each call; Upon special request, on a limited basis, call recordings can be played back to the State for verification of proper call handling purposes. 	X	
<ul style="list-style-type: none"> Provide tools that the State requires Service Desk Agents to use or have access to. 		X
<ul style="list-style-type: none"> On a monthly basis, provide the State with information on any Service Level excuses/exclusions claimed by NTT DATA in regard to a Service Level Default that occurred in the prior month in conjunction with the Service Level Reports. This Row (10) is a general restatement of, and shall not modify, <u>Section 4(d)</u> of this SOW. 	X	
<ul style="list-style-type: none"> Review and either acknowledge or dispute the Service Level reports and any Service Level excuses/exclusions claimed by NTT DATA. 		X
<ul style="list-style-type: none"> Appoint a SPOC for escalation of service-related issues. 	X	X
<ul style="list-style-type: none"> Follow the agreed to escalation procedure to notify the State of a High Contact Volume Event. 	X	
<ul style="list-style-type: none"> Manage IT infrastructure and provide NTT DATA required access to Client's network, tools, and applications where applicable. 		X
<ul style="list-style-type: none"> With respect to Incidents for which no resolution instructions are available and NTT DATA and the State believe should be a Resolvable Incident, provide such instructions if the resolution requires knowledge specific to Client's environment, utilizing the Change Management Process for review, approval, and submittal (documentation and review of procedures to resolve Incidents will be subject to Change Management Process). 		X
<ul style="list-style-type: none"> With respect to Incidents for which no resolution instructions are available and NTT DATA and the State believe should be a Resolvable Incident, provide such instructions if the resolution requires knowledge not specific to Client's environment and is generally available, utilizing the Change Management Process for review, approval, and submittal (documentation and review of procedures to resolve Incidents will be subject to Change Management Process). 	X	
<ul style="list-style-type: none"> Provide training to Service Desk Agents on any new written resolution instructions for Resolvable Incidents. 	X	
<ul style="list-style-type: none"> Create and maintain quarterly a Supported Hardware list. 	X	
<ul style="list-style-type: none"> Create and maintain quarterly a supported commercial off-the-shelf (COTS) software list. 	X	
<ul style="list-style-type: none"> Create and maintain quarterly a supported non-COTS software list. 		X

Table (C) – Service Management and Service Desk Support Specialist Support Description of Tasks	NTT DATA	The State
<ul style="list-style-type: none"> Provide Service Management Support during the Transition Period, the Proof of Concept Period, the Grace Period, and continuing for the remainder of the Contract term. “Service Management Support” tasks defined in the Service Management SOW, for which Service Managers are responsible by definition thereof as well as of “Services” are limited to those that are NTT DATA’s responsibilities for both the Level 1 and Level 1.5 Service Desk under this SOW. 	X	
<ul style="list-style-type: none"> Monitor escalation activities for Priority Level 1 and Priority Level 2 Incidents. 		X
<ul style="list-style-type: none"> Monitor escalation activities for Priority Level 1 Incidents and participate in any major Incident management processes as initiated and notified by the State. 	X	
<ul style="list-style-type: none"> Following validation of Priority Level 1 Incident received at the Level 1 Service Desk or upon recognition that a major Incident may be in progress, within 15 minutes initiate communications with and escalate such Incidents to the appropriate State resources assigned to manage such Incidents within Client’s Information Technology department. 	X	
<ul style="list-style-type: none"> Following validation of Priority Level 1 Incident or upon recognition that a major Incident may be in progress, initiate communications with and escalate such Incidents to the appropriate State resources assigned to manage such Incidents within Client’s IT department. 		X
<ul style="list-style-type: none"> Not less than quarterly, conduct Incident trends amongst End Users, applications and infrastructure devices to identify repetitive Incidents. 	X	
<ul style="list-style-type: none"> Perform the root cause analysis on the Priority Level 1 and Priority Level 2 Incidents as deemed appropriate. 		X
<ul style="list-style-type: none"> Facilitate the communication and documentation activities within Client’s IT department in regard to completing a root cause analysis of Priority Level 1 and Priority Level 2 Incidents and selected tickets. 		X
<ul style="list-style-type: none"> Coordinate Level 1 Support service delivery activities with Client’s IT department and NTT DATA concerning the Level 1 Support services. 	X	
<ul style="list-style-type: none"> Analyze Service Level reports to identify trends in NTT DATA’s performance of the Services as measured by the Service Levels. 	X	X

Table (D) – Level 1.5 Support Description of Tasks	NTT DATA	The State
<ul style="list-style-type: none"> Provide the necessary Level 1.5 support staff (Level 1.5 Support Resources) that will provide “Level 1.5 Support”, which consists of investigating, triaging as appropriate, resolving as required, to respond to and addressing Incidents and Requests escalated by the Service Desk Agents. 	X	
<ul style="list-style-type: none"> Respond to and process Requests. 		X
<ul style="list-style-type: none"> Update tickets in regard to the status and resolution of Incidents escalated to Level 1.5 Support and advise the State as required. 	X	

Table (E) – Reporting and System Access Description of Tasks	NTT DATA	The State
<ul style="list-style-type: none"> Provide NTT DATA (and NTT DATA's approved sub-contractors) with access to Client's reporting system as necessary to generate the miscellaneous ad hoc reports for NTT DATA's internal ad hoc reporting needs. 		X
<ul style="list-style-type: none"> Cause the regularly scheduled reports in <u>Section 8</u> via Client's reporting system to be automatically generated and sent to NTT DATA per each report's frequency. 		X
<ul style="list-style-type: none"> Provide access to NTT DATA to generate the reports in <u>Section 8</u> outside the regular automated schedule. 		X
<ul style="list-style-type: none"> During the Transition Period and continuing for the remainder of the SOW, implement and provide the State with a problem management corrective action process whereby repetitive tickets of a similar nature are identified and reported. For clarification, this process is not intended to replace a more comprehensive problem management process as outlined in the Information Technology Infrastructure Library (ITIL) but rather be an input to that process. The process outlined here is limited to identifying and reporting repetitive tickets originating via the Level 1 Service Desk. 	X	
<ul style="list-style-type: none"> During the Transition Period, provide "train the trainer" resources and training information intended for Service Desk Agents. 		X
<ul style="list-style-type: none"> Using the State-provided training materials, provide ongoing training to the Service Desk Agents as deemed appropriate by NTT DATA. 	X	

Table (F) – The State Satisfaction Survey Description of Tasks	NTT DATA	The State
<ul style="list-style-type: none"> During the Transition Period, implement a standard satisfaction survey process in order to measure End User satisfaction with the Level 1 Service Desk. The satisfaction survey will utilize an email survey that is administered following a Contact with a Level 1 Service Desk Agent. The satisfaction survey will deploy a series of at least five (5) questions to which the End User will respond to in the email web form. The satisfaction survey responses will be based on a scale of 1-5, with 1 being worst, 3 being average, and 5 being best level of satisfaction. Develop and provide NTT DATA with the following: <ul style="list-style-type: none"> A schedule for distributing the satisfaction survey throughout the Contract term to selected End Users The services provided by the Level 1 Service Desk that are subject to measurement 		X
<ul style="list-style-type: none"> Provide the State with the design and parameters of the satisfaction survey and measurement process. 	X	
<ul style="list-style-type: none"> Review and approve the satisfaction survey and measurement process prior to implementation and before any changes. 	X	
<ul style="list-style-type: none"> Conduct the satisfaction survey. Monthly, compile the results and provide to NTT DATA. 		X
<ul style="list-style-type: none"> Review and document the results of the review, and distribute the satisfaction survey review results to the State. 	X	
<ul style="list-style-type: none"> Review satisfaction survey results monthly with the State. 	X	

Table (F) – The State Satisfaction Survey Description of Tasks	NTT DATA	The State
<ul style="list-style-type: none"> Review satisfaction survey results monthly with NTT DATA. 		X
<ul style="list-style-type: none"> Follow up on any customer satisfaction survey with a score of 3 or less to determine (1) if the score of 3 or less was not a result of average or less customer satisfaction with the Level 1 Service Desk for exclusion from the State Satisfaction Service Level calculation in Attachment A2-Priority and Service Level Definitions or (2) any required corrective actions. Provide the State with a summary of follow up activities, documentation of scores of 3 or less that were not a result of average or less customer satisfaction with the Level 1 Service Desk and recommended corrective actions. Review and work in good faith with the State to mutually agree on the follow up activities, the State Satisfaction exclusions, and corrective actions during the regularly scheduled operational review meetings. 	X	
<ul style="list-style-type: none"> Review and work in good faith with NTT DATA to mutually agree on the follow up activities, the State Satisfaction exclusions, and corrective actions during the regularly scheduled operational review meetings. 		X

Table (G) – Service Quality / Training Description of Tasks	NTT DATA	The State
<ul style="list-style-type: none"> Periodically, as determined by NTT DATA, monitor incoming calls to the Level 1 Service Desk for quality assurance and determining End User satisfaction in accordance with standard rating scale provided to End Users. 	X	
<ul style="list-style-type: none"> Perform ongoing customer service and software related training for all Service Desk Agents. 	X	
<ul style="list-style-type: none"> Provide a training resource to train the Service Desk Agents. 	X	
<ul style="list-style-type: none"> Provide copies of all technical support documentation regarding existing State procedures and systems that affect End User support. 		X
<ul style="list-style-type: none"> Provide NTT DATA with reasonable advance notice on changes in the software and/or supporting IT infrastructure that may affect End User support activities provided by the Level 1 Service Desk in order for NTT DATA to plan, prepare, and provide training to Service Desk Agents on such changes. If an adjustment in the number of Service Desk Agents is required service and/or cost impact will be discussed. 		X
<ul style="list-style-type: none"> Participate in periodic, but not less than monthly, operational review meetings to review tickets that are considered misrouted, or incorrectly prioritized, or otherwise improperly handled; review Supported Software, Supported Hardware, and other quality improvement opportunities as necessary. 	X	X
<ul style="list-style-type: none"> Prepare and implement a remediation plan for tickets that are identified as improperly handled. The remediation plan may include one or more of the following steps: <ul style="list-style-type: none"> Procedure review Knowledgebase article review and modification as required Refresh or new training with the Service Desk Agent(s) 	X	
<ul style="list-style-type: none"> Perform random reviews of tickets to ensure quality. Tickets will be reviewed to ensure thorough documentation, proper grammar, spelling, 	X	

Table (G) – Service Quality / Training Description of Tasks	NTT DATA	The State
correct assignment, and correct priority. Remediate as required. Prepare and implement the steps required to help prevent reoccurrence.		
<ul style="list-style-type: none"> Notify NTT DATA through the SPOC as the State becomes aware of any errors, deficiencies, or required changes to knowledgebase articles, operating procedures, or other areas that impact Level 1 Support and work with NTT DATA to correct such errors, deficiencies, or required changes. 		X
<ul style="list-style-type: none"> Notify the State through the SPOC as NTT DATA becomes aware of any errors, deficiencies, or required changes to knowledgebase articles, operating procedures, or other areas that impact Level 1 Support and work with the State to correct such errors, deficiencies, or required changes. 	X	

Table (H) – Equipment / Tools Description of Tasks	NTT DATA	The State
<ul style="list-style-type: none"> Develop and maintain a knowledge management database system specific to the State with a goal to reduce the resolution turnaround time and increase resolution provided by the Level 1 Service Desk. 		X
<ul style="list-style-type: none"> During the Transition Period, assist the State on knowledge management database system development and maintenance and work with the State to assist in formatting new or updated knowledgebase articles. 	X	
<ul style="list-style-type: none"> Provide Service Desk Agents with access and use of remote resolution software to enable access to view and, when appropriate, request the End User's permission to take remote control of End User's laptop or desktop computer for routine tasks only. Complex remote resolution tasks are currently not in scope for the Level 1 Service Desk. 		X
<ul style="list-style-type: none"> Provide NTT DATA's Service Desk access to the State licensed and managed Ticketing System. 		X
<ul style="list-style-type: none"> Configure Ticketing System to accommodate NTT DATA's Level 1 and Level 1.5 support groups. 		X

4.3 Single Points of Contact

The parties make the following designations of their respective Single Points of Contact under this SOW:

- The State Single Point of Contact: DaaS Program Manager
- NTT DATA Single Point of Contact: Paul Phillips

4.4 The State Responsibilities

In addition to its obligations in the Contract, in the Transition Plan and in the tables in Section 4.2 above, the State will also provide or perform the following:

- The State will host, maintain, and provide NTT DATA and approved NTT DATA contractors with the right to access and use the Ticketing System, knowledgebase system, self-service portal, customer satisfaction survey system and electronic paging and alert system, all at no

cost to NTT DATA. During the Contract term, if the State changes the Ticketing System, NTT DATA and the State will work in good faith to establish a reasonable transition period to implement the replacement Ticketing System. The State will (1) provide training to the Service Desk Agents on the replacement Ticketing System and (2) retain the responsibility for report development, both at no cost to NTT DATA. During the transition to the new Ticketing System, NTT DATA will not be liable for Service Level Credits for any failure to meet the Services during the agreed transition period after implementation of the new Ticketing System.

- The State will provide NTT DATA with documentation and training of Client's SOPs relating to incident management, request management, change management, escalation management, and root cause analysis, all at no cost to NTT DATA.
- The State will provide "train-the-trainer" training intended for Service Desk Agents on the software (including software changes/upgrades during the Contract term) and Client's existing resolution processes at no cost to NTT DATA.
- The State will use reasonable efforts to provide NTT DATA with access to and use of a training / sandbox environment for Service Desk Agents to train, practice, and troubleshoot problems.
- The State will provide NTT DATA with the right to access (both remote and local) the software, the State systems and the State facilities as required for NTT DATA to provide the Services under this SOW, all at no cost to NTT DATA.
- The State will participate in periodic, but not less than quarterly, governance meetings with NTT DATA throughout the Contract term (or other intervals as parties may agree), with participation by a senior State employee from its IT Department.
- NTT DATA Contractors:
 - Dell Technologies
 - Provides level 1 and 1.5 service desk services from the Dell service center located in Oklahoma City. Service desk analysts will receive contacts from State End Users on a 24/7 basis, perform triage of incidents and requests, record transactions in Cherwell, attempt first call resolution and escalate unresolvable issues to the appropriate resolver group.
 - This partner will utilize Dell provided telecommunications technologies to route and queue contacts and to record contact metrics for KPI and SLA management. Dell will additionally perform service improvement processes to ensure the effectiveness of the services they render.
 - CompuCom
 - Provides field service capability augmentation specifically targeted for field services dispatches outside of Oklahoma metro areas. CompuCom technicians will operate under NTT DATA defined processes and will document activities in Cherwell according to State defined standards. CompuCom technicians may be dispatched to perform break/ fix and MACD activities and may be called upon to provide logistics support for whole unit exchanges, end of life retrievals or new unit installations.

4.5 State Provided Standard Reports

Report Title	Description	Frequency	Required for?
FCR Detail	A report detailing the ticket data used to calculate First Contact Resolution (FCR).	Weekly and monthly	FCR SLA calculation
Incident Management Daily-Priority 1-2	Summarizes Priority Level 1 and 2 incidents by assignee groups. The detail section lists all details information for Priority Levels 1 and 2 detail information.	Daily and upon request	Forecasting peaks in contact volume for agent staffing
Incident Managing Daily Aging by End User Support Assignee Groups	A graphical report summarizing, and then detailing, Incident counts by priority and status as well as the assignee group and age range. Includes all Incidents for the account that are not in service restored or account status	Daily and upon request	Analyzing top assignee groups causing user calls for status updates
Daily Request Aging by End User Support Assignee Group	A graphical report summarizing all task requests by request task status, assignee group, and age range of task. It also details the information by assignee group. Includes all request tasks for the account that are not in pending, cancellation, complete, or cancelled status.	Daily and upon request	Analyzing top assignee groups causing user calls for status updates
Incident Management Monthly	Graphically summarizes opened, closed, and remaining incident management ticket volumes, highlighting closed volume and metric trends.	Monthly	Analyzing top assignee groups causing user calls for status updates
Request Management Monthly	Graphically summarizes opened, completed, cancelled, and active request task volumes, highlighting completed and cancelled volumes and on time completion target or commit date trend.	Monthly	Analyzing top assignee groups causing user calls for status updates
Change Management Monthly	Graphically summarizes closed and cancelled change management ticket volumes and dispositions, highlighting volume and metric trends.	Monthly	Forecasting peaks in contact volume for agent staffing
Service Level Summary Metrics	A report in table format that describes the FCR metric in terms of percent, the Average Speed to Answer (ASA), the Abandonment Rate Average (ABA), and the State Satisfaction (CSat).	Daily and monthly	Operational reviews to prevent a Service Level miss before it happens
The State Satisfaction Detail and Summary	The State satisfaction detail and summary.	Daily for any single customer satisfaction result <3.0 otherwise weekly	Operational reviews to prevent a Service Level miss before it happens
Most Common Callers	An analysis of the top 10 callers in a given month. The report includes an analysis by location and department and a list of all issues for the highest caller.	Monthly and upon request	Operational reviews to identify training or other corrective action that may be required

Report Title	Description	Frequency	Required for?
Top Affected Items	An analysis of the types of issues that occur grouped and sorted to display the top 25 by priority.	Monthly and upon request	Operational reviews to identify training, KB article, FAQ, or other corrective action that may be required
Email/Self-Service Response Time	Calculates the % of email/self-service contacts that are responded to within the target SLAs.	Monthly and upon request	Response to email/self-service contacts Service Level measurement.

5. Field Services

5.1 Introduction

For the State of Oklahoma, our approach to managing and optimizing the End User device environment will be centered on a tiered, ITIL-based support model that maps NTT DATA capabilities to State requirements. It includes:

- L1 and L1.5 Service Desk personnel for triage and rapid problem resolution.
- L2 and L3 field service technicians for remote resolution and to be dispatched to agency locations when needed.
- L2 and L3 engineering personnel who will perform imaging, packaging, and patching services, and related resolver activities.
- L2 deployment services to manage ready spares, image new devices, and deliver new and replacement devices to agency employees.
- L2 and L3 to perform advanced hardware and software asset management.
- L3+ Digital Workplace COE will provide currency and automation services in relation to the digital workplace and support workflows.

NTT DATA's ITIL-based processes will enable us to accurately map our standard services to State underlying business requirements and KPIs. For the State, this support structure will:

- Provide rapid solutions to customer needs
- Maximize automation and standardization
- Reduce service disruption when personnel changes occur (when compared to single-tier support models)
- Establish a SME function as the ultimate escalation level. This will reduce the number of escalations to OEMs. NTT DATA, Inc. shall be responsible for providing support for the State End Users' desktop and laptop PCs, peripherals and software. NTT DATA shall provide the Service utilizing agreed service management methodologies to support State campus or dispatch locations.

The following sections describe in detail the supported areas below:

IMACD Services: handling and supporting installs, moves, adds, changes, and deletions/disposals of hardware and software, as well as coordination for all related activities.

Desk Side Support General Services: delivering End User Break/Fix for hardware and software components on workstations, mobile PCs, and peripherals.

Loaner Services: providing support in maintenance and utilization of the current inventory of whole unit spares, loaners, and spare inventory parts for all designated locations.

Advanced Exchange Services: representing all the activities associated with operational support required for repairs and retirement activities by replacing defective equipment with a known working one from one of the managed depot locations.

Depot Services: Management of End User device stock consisting of spares and whole-units. When a service call is initiated for an on-site device, it will be repaired using on-site or Depot spares stock. New parts from the Depot are shipped to replenish on-site stock and/or faulty parts. Faulty parts are then sent to depot for repair or replacement as required.

5.2 Support Hours/Contact Methods

NTT DATA will provide Field Services Support during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, Central Standard Time.

NTT DATA shall be responsible for providing support for Severity/Priority Level 1 and 2 Incidents and Major Changes related to Field Service on call only on a 24x7x365 basis.

5.3 Service Delivery Locations (End-User Service)

NTT DATA is providing account dedicated resources in the area of field services. These resources will work from our Oklahoma City facility or will be stationed in one of five metro areas in Oklahoma. The resources listed will be available to solely serve the needs of the State and End Users. All resources (including all key personnel) will have standard working hours aligned to the required normal business hours and will be local to the state of Oklahoma.

All new hardware deployments will be processed through our configuration center in Oklahoma City. New devices will be received at the configuration center, asset tagged, added to the asset repository, and the base image will be applied. NTT DATA will establish a central device storage capability in the configuration center. This device pool will allow NTT DATA to deliver devices within the SLAs. Additionally, this stock will ensure that device refresh commitments are delivered as expected.

Whole Unit Depots: NTT DATA will also leverage existing State of Oklahoma facilities to maintain device buffer stock, intended to allow for the rapid deployment and repair of State employee needs. These depot centers will house whole-unit replacement buffer stock and will also carry incidental repair parts. These parts depots will be placed at strategic locations across the State to enable NTT DATA to meet its repair/replacement objectives.

The whole unit replacement depots will be equipped with **intelligent lockers** to allow NTT DATA field technicians to retrieve repair exchanges and for End Users, if appropriate, to retrieve loaner devices. These loaner devices can be used for the need of agencies for conference, presentations, training, etc. They can also be used as a stock of devices where one is needed faster than the standard deployment timeline or when break/fix is not feasible within 24 hours.

The intelligent locker technology provides convenience to the End User by allowing them to retrieve devices simply, using their state badges to access the appropriate locker bin to get the necessary device. These lockers are network attached and in addition to the badge open feature, NTT DATA can remotely issue a code to retrieve or deposit devices in the lockers. The locker systems are a secure and convenient device storage and transfer system, providing access to devices through NTT DATA authorization.

The locations for these depots include Oklahoma City, Tulsa, Enid, Lawton, McAlester, and Sulphur.

Tech Bar Walk Up Centers: NTT DATA IT will work with the State of Oklahoma to provide walk-up service centers for End Users needing help with their IT equipment, as more particularly set forth in an amendment to this SOW executed by both parties. Tech bars enable users to seek support at their convenience.

5.4 Field Services Processes

5.4.1 Installations, Moves, Adds, Changes and Disposal

NTT DATA will perform installation, move, add, change, and disposal (IMACD) activities for Supported Hardware including peripherals, and Supported Software, at Campus or designated End User locations. NTT DATA will maintain and update the system of record within the Asset Management/ITSM Platform/Service Management Workflow System accordingly. Disposal-related tasks are incorporated into the related IMACD Service description.

For each IMACD, NTT DATA will present a Quality Sign-Off document for signature to the End User, if available, when the work is completed. This verifies that the work has been successfully accepted as requested on the work request and in accordance with the completion criteria. In the event that an End User is not available to sign the Quality Sign-Off, the NTT DATA field services technician will make a note in the respective work request ticket in the service management tool.

IMACD activity includes the following services and best practices:

- Performs activities required for planning the deployment of new equipment and software in conjunction with the State's procurement and engineering teams
- Coordinates all installations and changes with the State's and Third-Party vendors, as required
- Manages all upgrades, changes, and installations, while adhering to agreed change management procedures
- Tests all new installations and changes in a safe, non-critical test environment prior to making any desktop changes to the production environment, advising the State of any change factors or problems
- Provides recommendations on new configurations and products, as they are available

At the completion of each Service Request, the NTT DATA Personnel will orient the Authorized User about the new or modified Supported Hardware and Supported Software to ease the transition from the old configuration to the new.

Service Requests shall be opened for only one Authorized User, that is, one Service Request should not require visits to multiple Authorized Users.

5.4.1.1 Install

An "Install" of an End User Device means the installation of a new or used End User Device that is to be delivered by the Vendor to the applicable State Facility and which shall be pre-configured for use by the Vendor. Unless otherwise agreed in advance, Vendor shall provide all activities so that End User Devices are pre-configured with a State-approved image. Install Services shall be provided for End User Devices and their attached peripherals, in conformance with the approved State request process.

An installation of a seat includes new, reassigned, loaned, or re-imaged Hardware that is to be installed by the Vendor to the supported environment and set up for use. Network device support is limited to physical configurations and does not include logical configuration.

NTT DATA will perform the following functions associated with the installation of a seat:

- Coordination with the End User to schedule the install
- Installation of PCs including cable management

- Configuration and application loading
- Data migration, as necessary
- Coordination of required data/hardware retention
- End User training
- Device Reassignments: The Client may request a previously deployed/in-service device to be reassigned to a new user (i.e. cascading of device for new hire due to attrition replacement). These requests will be handled as installs rather than new deployments. The one-time deployment charge will not apply in this scenario but the monthly DaaS charges will continue to apply. Additionally, the reassigned device will require a reimage and data-wipe prior to assignment to the new user. Device reassignment requests should be made within thirty days of employee departure. A maximum of 10% of installs are to be related to device reassignments per year. For avoidance of doubt, device cascading, as described in the previous paragraph will be performed at no additional charge assuming the monthly DaaS charge continues, the cascade is requested within 30 days of employee departure and the total number of cascades do not exceed 10% off the total installation charges per year.

The following table identifies the Install roles and responsibilities that NTT DATA and the State will perform:

Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Develop and implement workflow automation for hardware installs and refresh	X		
Provide project manager to oversee the install / refresh program	X		
Maintain a supply of buffer stock in Configuration Center to ensure sufficient supply to meet projected demand and to achieve delivery SLAs	X		
Appropriately staff install/refresh implementation team to effectively manage the demand within SLAs	X		
Receive all new equipment at the configuration center, affix asset tag, enter asset detail into asset repository system, complete base image and mark the device as "available" for provisioning	X		
Schedule installation time with designated Authorized User	X		
Respond to, and coordinate with, NTT DATA installation technician to schedule delivery of new system or component		End User	
Utilize Spare Hardware inventory from secure storage	X		
Transport new systems to designated End User locations for installation and set up	X		
Provide software installation media or toolsets for State-approved standard software load required to install/restore Supported Hardware to maintain normal operation		X	

Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Provide State site access security and work rules		End User	
Receive, unpack, verify order completeness, and assemble the system components	X		
Notify the State if hardware or software is determined to be incompatible, or unapproved nonstandard	X		
Stage or prepare equipment for installation	X		
Install the PC equipment and associated peripherals	X		
Perform power on and network connectivity tests	X		
Set up Authorized User printer preferences	X		
Verify drive mappings and configuration	X		
Assist the Authorized User in copying the data from the My Documents (C:/Data on Laptops), Favorites, and Desktop folders to a backup server	X		
Install the designated State standard image, as set forth in the Process and Procedures Guide	X		If not pre-installed prior to on-site delivery of new Hardware
Assist the Authorized User in copying the data backed up in the previous steps to the re-imaged/new PC	X		
Remove packaging and unnecessary components from staging area and Authorized User's work area	X		
Perform user training/orientation for Authorized End User	X		
Log completed installation into the Service Request Management System	X		
Clean up logistics—remove and dispose of related packaging materials and manufacturer's media and documentation in the designated location proximate to the installation site	X		
Transport old systems to designated storage point at the Authorized User's location	X		
Provide secure facilities for Oklahoma City Configuration Center storage of Supported Hardware not in production (both pre-and post-installation)	X		
Assume financial responsibility for packing boxes and material, transportation, and property insurance	X		
Preparation of old/retired systems/components for disposal (boxing, release to shipping areas/ secure storage area)	X		
Quarantine old systems at Campus locations for a number of days prior to data erasure and	X		

Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
disposal, as designated and described in the Process and Procedures Guide			
Provide connectivity to the application systems for loading the business-related applications.		X	
Retain responsibility for the disposal of all assets either directly or through a contract with a Third-Party disposition vendor	X		
Provide space, design and construction of Tech Bar in Oklahoma City Campus location		X	
Provide and pay for the components of a virtual private network (VPN) located at NTT DATA facilities, such as the network equipment and internet bandwidth, that will establish network connectivity between the NTT DATA facilities and the State facilities	X		
aspay for the components of a virtual private network (VPN) router located at State facilities, such as the network equipment, that will establish network connectivity between the NTT DATA facilities and the State facilities		X	

5.4.1.2 Move

A “Move” of an End User Device means the relocation of an End User Device with its associated peripherals under the following scenarios (in a contiguous event whenever possible):

- Moves will be within the same building or within an adjacent location
- Moves between storage location and an active work location in the same campus or building facility
- Moves between active work location and a storage facility in the same campus or building facility
- Moves between buildings will be charged as 2 requests
- Moves between floors will only be performed by a technician, if an elevator is made available to the technician

Moves will involve, but are not limited to:

- Verification that the existing system is in working order before powering down the unit
- The disconnection of devices
- Physical transportation of the hardware within a building to a new location, as required
- Unpacking the new equipment at the new desktop location
- Equipment placement at new desktop location
- Performing a power on operational check
- Verification of printer settings and change network access capabilities/mapping printers for new location
- Restoring the client system to agreed functionality

- Updating dispatch ticket so NTT DATA can update the CMDB to reflect new physical address and/or new Authorized User assignments

Any move request that involves 10 (ten) or more devices will be considered project work.

The following table identifies the Move roles and responsibilities that NTT DATA and the State will perform:

Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Schedule move time with designated End User	X		
Procure all hardware or software associated with an IMACD and validate that such hardware or software is compatible with the Supported Environment (Note: NTT DATA will utilize Spare Hardware inventory from secure storage when available.)	X		
Provide Client site access security and work rules		End User	
Notify End User if hardware or software is determined to be incompatible, or unapproved nonstandard	X		
Pack/unpack the new/old equipment at the old/new desktop location	X		
Perform physical transportation of the hardware within a building to a new location, as required	X		
Place new equipment at new desktop location	X		
Restore Supported Hardware including printer, if applicable, to previous operational state	X		
Perform a power on operational check	X		
Assist user with initial login to the network after the move	X		
Update the Service Request Management System / CMDB to reflect new physical address and/or new Authorized User assignments	X		
Clean up logistics—remove and dispose of related packaging materials and manufacturer's media and documentation in the designated location proximate to the installation site	X		
Update Asset Management/ITSM Platform/Service Management Workflow System to close ticket upon completion	X		
Map printers for new location	X		
Provide input into the End User's procurement system for all hardware or software associated with an IMACD	X		
Provide current building layouts, security passes, and other reasonably required information		End User	
Provide software installation media or toolsets for State-approved standard software load required to		End User	

Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
restore Supported Hardware back to normal operation.			
Provide secure facilities for on-site Depot storage of Supported Hardware not in production (both pre-and post-installation) and as designated in the Supported Locations		X	
Assume financial responsibility for packing boxes and material, transportation, and property insurance	X		
Provide connectivity to the application systems for loading the business-related applications		End User	

5.4.1.3 Add

An “Add” (and any derivatives thereof, i.e., Added, etc.) of an End User Device means the installation of hardware (including but not limited to, peripherals, memory, or drives) or software to an existing End User Device.

Add activities include the installation of hardware internal and external devices in an existing seat, to include, but not limited to, memory, internal CD-ROM, video cards, external DVD/CD-ROM, monitor, printer, scanner, or modem.

Add activities may also include agreed software components installation, if these cannot be handled remotely by the Service Desk.

An installation of a new piece of Client Software will also be considered an Add to an existing seat and may be accomplished at the desk side if necessary. The technician will pull scripted Applications Software from the software distribution-designated procedure set forth in the Process and Procedures Manual. In the event that the Applications Software complies with the Client Software but cannot be loaded from the software distribution-designated procedure set forth in the Process and Procedures Manual, the State must furnish the media and license confirmation for the NTT DATA Personnel to perform the load as specified in the Service Request.

If the requested information is missing or incomplete, NTT DATA will treat the Service Request as an exception and raise the matter to the Asset Management team prior to the installation.

Once a hardware device or a software component have been added, the technician performs a power on operational check, installs included drivers, performs a functionality test, and updates the asset repository, as required.

Following a successful add, NTT DATA will update the Add ticket in the utilized Asset Management/ITSM Platform/Service Management Workflow System to reflect changes to the Client Hardware and Authorized User profile.

Also, following a successful add, the work request is closed out.

For “Adds” that include multiple components, unless directed otherwise by the State, NTT DATA shall wait until all components have arrived prior to scheduling the Add to minimize trips and/or Service Desk calls for the End User Device support.

The following table identifies the Add roles and responsibilities that NTT DATA and the State will perform:

Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Schedule add time with designated Authorized User	X		
Procure all hardware or software associated with an IMACD and validate that such hardware or software is compatible with the Supported Environment (Note: NTT DATA will utilize Spare Hardware inventory from secure storage when available.)	X		
Provide the media and license confirmation for the NTT DATA personnel to perform the add as specified in the Service Request		End User	
Notify Client if hardware or software is determined to be incompatible, or unapproved nonstandard	X		
Unpack the new devices to be added at the desktop/laptop location	X		
Connect/Install/Add new equipment at the desktop/laptop location	X		
Install all necessary drivers and operating system components in support of the new hardware/software addition	X		
Pull scripted Applications Software from the software distribution-designated procedure set forth in the Process and Procedures Guide	X		
Perform power on, network connectivity and device/software functionality tests	X		
Perform preliminary Authorized User orientation (not to exceed 15 minutes) on new component (hardware/software) addition	X		
Mark the Service Request as exception and escalate to Asset Management Support if media and license details are incomplete	X		
Clean up logistics—remove and dispose of related packaging materials and manufacturer's media and documentation in the designated location proximate to the installation site.	X		
Update the Asset Management/ITSM Platform/Service Management Workflow System to reflect changes to the Supported Hardware and Authorized User profile	X		
Provide connectivity to the application systems for loading the business-related applications.		End User	

5.4.1.4 Change

A “Change” (and any derivatives thereof, i.e., Changed, etc.) of an End User Device means a modification to an End User Device, including but not limited to the modification of memory, processor, drives, peripherals, or software to an existing End User Device.

Changes that include multiple components to be installed as they are available shall be treated as separate Changes for each component and shall require a separate State-approved Request for each such component.

A hardware or software change to a single seat counts as one IMACD. Change activities include, but are not limited to:

- Installing the new component and/or removal of the old component, as in the case of a memory upgrade
- Reconfiguring printer preferences while at the desk side
- Updating to a current version of approved software while at the desk side

Once a software application or hardware device has been changed, the technician performs a power-on operational check and updates the asset repository, as required. Following a successful change, the work request is closed out.

The following table identifies the Change roles and responsibilities that NTT DATA and the State will perform:

Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Schedule change time with designated Authorized User	X		
Procure all hardware or software associated with an IMACD and validate that such hardware or software is compatible with the Supported Environment (Note: NTT DATA will utilize Spare Hardware inventory from secure storage when available.)	X		
Provide the media and license confirmation for the NTT DATA personnel to perform the upgrade/change as specified in the Service Request		End User	
Notify Client if hardware or software is determined to be incompatible, or unapproved nonstandard	X		
Perform a power on operational check	X		
Reconfigure printer preferences	X		
Install memory upgrades	X		
Install additional hard drive	X		
Update to a current version of Supported Software that cannot be performed via remote software	X		
Pull scripted Applications Software from the software distribution-designated procedure set forth in the Process and Procedures Guide	X		
Clean up logistics—remove and dispose of related packaging materials and manufacturer's media and documentation in the designated location proximate to the installation site	X		
Update the Asset Management/ITSM Platform/Service Management Workflow System to reflect	X		

Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
changes to the Supported Hardware and Authorized User profile			
Update Service Request Management System to close ticket upon completion	X		
Provide input into State's procurement system for all hardware or software associated with an IMACD	X		
Retain responsibility for the disposal of all assets either directly or through a contract with a Third-Party disposition vendor	X		
Assume financial responsibility for packing boxes and material, transportation, and property insurance	X		
Provide connectivity to the application systems for loading the business-related applications		End User	

5.4.1.5 Disposal

A "Refresh" (and any derivatives thereof, i.e., Refreshed, etc.) of an End User Device is the scheduled deployment or replacement of an active End User Device.

NTT DATA shall perform the following asset disposition activities:

- Decommissioning — Coordination of data and/or hardware retention, on-site 3-pass data wipe, preparation for lease return or disposal.
- Disposal/recycling — For those assets that have reached end-of-life and are not part of a lease program that requires return to the lessor, NTT DATA can provide recycling services that includes preparation, packing materials, and shipping, where applicable, in a manner that follows EPA guidelines.
- Lease return — For those assets that have reached end-of-life and are part of a lease program that requires return to the lessor, NTT DATA can provide preparation, packing materials, and shipping to the designated lease return location.

The following table identifies the Disposal roles and responsibilities that NTT DATA and the State will perform:

Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Schedule disposal time with designated Authorized User or follow a communicated/agreed schedule provided by the State for disposal activities	X		
Collect and queue End User Devices that have reached their end of life and require disposal	X		
De-install End User Devices and prepare for storage	X		
Return broken and replaced parts to the State's central disposal location to be collected by the State's Third-Party disposition vendor	X		

Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Update the Asset Management/ITSM Platform/ Service Management Workflow System to reflect disposal to the Supported Hardware and Authorized User profile	X		
Update Service Request Management System to close ticket upon completion	X		
Provide input into the State's procurement system for all hardware or software associated with an IMACD	X		
Clean up logistics—remove and dispose of related packaging materials and manufacturer's media and documentation in the designated location proximate to the installation site	X		
Prepare, pack materials, and ship to the designated lease return location	X		
Retain responsibility for the disposal of all assets either directly or through a contract with a Third-Party disposition vendor	X		

5.4.1.6 Desk Side Support Services

NTT DATA will provide on-site, desk-side support services at the designated locations to the State when Supported Hardware or Supported Software problems cannot be resolved remotely by the Service Desk. These Services will be delivered to Authorized Users based on dispatches issued through the Service Desk.

On-site support includes the necessary labor and expertise required to restore a seat to normal operational state and provide services to maintain the use of the Supported Hardware for its State-designated life, as set forth in the Process and Procedures Guide.

If the Service Desk or other assigned Resolver Group cannot achieve resolution for an open Service Request, and the Incident is determined to be desk-side support resolvable, the Service Desk will assign the Service Request to the appropriate NTT DATA personnel responsible for desk-side support as follows:

Desk-side Incident or Service Request ticket assignment is based upon:

- State's Service Desk ticket routing methodology, as set forth in the Process and Procedures Guide
- Categorization and validation of the Incident or Service Request as desk-side resolvable
- Authorized User's specific location where services will be performed
- Ticket priority against the Service Levels

The following table identifies the Desk Side Support Services roles and responsibilities that NTT DATA and the State will perform:

Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Notify Authorized User of ticket receipt	X		
Utilize a three-attempt, one-method (voice), at one-attempt per day effort to contact an	X		

Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Authorized User to schedule a desk-side visit. If the Authorized User does not respond per the agreed process and timeframe as defined in the PPG, NTT DATA may cancel the ticket due to Authorized User non-responsiveness.			
Configure, troubleshoot, and reinstall Supported Software and Hardware	X		
Update the Supported Hardware and Authorized User information in the Asset Management/ITSM Platform/Service Management Workflow System that are discovered during desk-side support calls	X		
Validate Authorized User and Supported Hardware information	X		
Resolve desk-side-resolvable Incidents that may include, but are not limited to, the following issues: <ul style="list-style-type: none"> • Update BIOS, if required • Troubleshoot Supported Software configuration issues • Run virus eradication software • Delete identified unauthorized applications or spyware • Configure remote access services 	X		
Attempt to replicate the problem or situation encountered by the Authorized User or ascertain what steps were taken by the Authorized User and observe the results	X		
Assist in resolving connectivity issues, including login, file access, and printing; serve as remote hands for software installation or de-installation as reasonably directed by the State.	X		
Perform virus scan, as necessary, and follow the State's virus notification process as defined in the Process and Procedures Guide	X		
Perform in-depth troubleshooting activity prior to re-imaging as a resolution step	X		
Restore the Supported Hardware and Supported Software to State standard specifications, as set forth in the Process and Procedures Guide	X		
Reload Supported Software or re-image, as needed for resolution	X		
Reinstall/reset Supported Hardware components and perform power and connectivity tests	X		
In the event of a faulty component, replace the malfunctioning unit (from OEM warranty parts replacement services or State-provided spare	X		

Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
equipment) as set forth in the Process and Procedures Guide			
After resolution of the Incident, test for full functionality, connectivity, and access to network, systems, and printers	X		
Seek Authorized User confirmation that Incident resolution is complete	X		
Provide Authorized User information on prevention of same problem, when applicable	X		
Report presence of illegal or non-conforming licenses discovered desk-side to the State's software asset management team only	X		
Notify the State about any non-standard equipment or Service Requests through the State's standard escalation process	X		
Clean up logistics—remove and dispose of related packaging materials and manufacturer's media and documentation in the designated location proximate to the installation site	X		
Update the Asset Management/ITSM Platform/ Service Management Workflow System to reflect changes to the Supported Hardware and Authorized User profile	X		
Update Service Request Management System to close ticket upon completion	X		
Establish and communicate to Authorized Users the policy that provides them awareness concerning software standards and the State's software licensing policy		End User	
Maintain and communicate a standard hardware configuration and environment	X		
Retain responsibility for software standards, promotion, and adherence and utilize authorized software sourcing		End User	
Test, approve, and license all new software released for use by on-site or field-based support staff		End User	

5.4.1.7 Hardware Break-Fix Support

NTT DATA will provide break-fix services based on agreed SLAs and utilizing the following process:

- When a call is received at the Service Desk and is diagnosed as a hardware failure, an on-site technician is dispatched with the appropriate parts and/or a full replacement device, retrieved from an on-site parts locker, where applicable, to affect the repair. The parts may be dispatched separately ensuring they arrive at the affected location at the same time or prior to Field Services technician arrival.

- Once the system has been returned to service, the Asset Management Database/ITSM Platform/Service Management Workflow System is updated. However, NTT DATA may replace the warranted device from stock and subsequently coordinate the warranty repair with the hardware vendor. This will facilitate the achievement of break-fix SLAs.

As a support function, NTT DATA will manage the activity required to perform Authorized User device and data restoration in the event of a hardware device failure. When a complete hard drive failure, data restoration can only be accomplished when a valid backup of the Authorized User's data is available. NTT DATA will provide assistance in the Authorized User's efforts in downloading data stored on a State server or on alternate media and facilitate use of a State-designated drive recovery vendor as needed.

NTT DATA will coordinate with warranty provider in the repair or replacement of State Equipment covered by a manufacturer's warranty.

Supported Hardware damaged as a result of Authorized User misuse (excluding normal wear and tear) will be replaced using NTT DATA's whole unit replacement stock, and the Client will be notified. If the State elects to repair the damaged Supported Hardware, NTT DATA will initiate the repair on a time-and-materials basis. Examples of this include, but are not limited to, damage resulting from liquid spills, cracked or missing plastics, cracked screens, and/or physically damaged parts.

For in-warranty equipment, our approach will be replacement with hot swap units and coordination with the respective OEM to get faulty parts repaired/replaced. This approach leverages the State's prior warranty investment and minimizes additional cost.

The following table identifies the Hardware Break-Fix Support roles and responsibilities that NTT DATA and the State will perform:

Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Authorize NTT DATA to perform Hardware Break-Fix support, on under warranty OEM equipment, through a formal letter of authorization sent to the hardware manufacturer		X	Not applicable for NTT DATA provided devices
Contact the End User via phone to schedule the hardware maintenance repair call	X		
Perform diagnostic support with the Authorized User	X		
Return non-functional Supported Hardware to operation according to OEM standards. This may include reloading the operating system and the tool-enabled reloading of Authorized User data or configuration when reasonably practicable.	X		
Replace the malfunctioning hardware parts and components necessary to achieve repair	X		
Restore Authorized User to original core image (operating system with corporate required patches and security updates) if required to achieve repair	X		
Advise the Authorized User of the Services performed and provide future avoidance or maintenance tips to help avoid additional problems before a Supported Hardware Incident is complete	X		

Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Conduct a final user acceptance test, as outlined in the Process and Procedures Guide, to verify that all systems work properly within the agreed scope of Base Services	X		
Return broken and replaced parts to central disposal location	X		
Update the Asset Management/ITSM Platform/ Service Management Workflow System to reflect changes to the Supported Hardware and Authorized User profile	X		
Update Service Request Management System to close ticket upon completion	X		
Notify Client if hardware or software is determined to be incompatible, or unapproved nonstandard	X		
Provide spare hardware according to Policy and Procedures manual	X		
Provide software components and installation media required to restore the Client hardware to normal operation	X		
Validate success of re-image. Authorized User validates success of re-image.		X	
Provide copies of all relevant information from any Third-Party Contractor agreements, when necessary		X	
Provide and maintain communication processes to maintain Authorized Users awareness of the Base Services offerings and performance expectations	X		
Complete the disposal of Client hardware as needed	X		
Provide primary points of contact for each business unit and/or Supported Location to facilitate NTT DATA personnel's access to Client hardware in need of service		X	

5.4.1.8 Loaner Services Support

Loaner services support will be provided in support of maintaining and utilizing the current inventory of whole unit spares, loaners, and spare inventory parts for all designated locations.

The following table identifies the Loaner Services Support roles and responsibilities that NTT DATA and the State will perform:

Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Validate all current inventory items and maintenance contracts	X		
Provide all inventory items and maintenance contracts for spare parts program	X		

Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Maintain a minimum level of loaner equipment for use by Authorized End Users for hot spares when loaner equipment is needed	X		
Apply appropriate maintenance and asset management policies to the loaner equipment	X		
Monitor and maintain the whole unit spares, loaners, and spare inventory parts for all locations	X		
Manage End User contact for scheduling hardware temporary and final replacement/ installation of equipment utilizing the loaner stock	X		
Replace malfunctioning hardware device with temporary equipment	X		
De - install temporary device and install final replacement device	X		
Return broken and replaced parts to Vendor's central disposal location	X		
Return loaner equipment upon uninstallation to designated loaner equipment storage location	X		
Provide State site access security and work rules		End User	
Complete the disposal of Supported Hardware as needed	X		
Provide secure Depot facilities for on-site storage of Supported Hardware not in production (both pre-and post-installation) and as designated in the Supported Locations		X	
Assume financial responsibility for packing boxes and material, transportation, and property insurance	X		

5.4.1.9 Advanced Exchange Services

Advanced Exchange Service represents all the activities associated with operational support required for repairs and retirement activities by replacing a defective equipment with known working equipment from one of the managed depot locations.

The following table identifies the Software Troubleshooting Support roles and responsibilities that NTT DATA and the State will perform:

Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Validate all current inventory items and maintenance contracts	X		
Provide all inventory items and maintenance contracts for whole units asset program	X		
Maintain a minimum level of whole unit equipment for use by authorized End Users for replacement when whole unit replacement is needed	X		

Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Apply appropriate maintenance and asset management policies to the whole unit equipment	X		
Monitor and maintain the whole unit spares for all locations	X		
Contact the End User via phone to schedule the whole unit replacement	X		
Replace whole malfunctioning hardware device with replacement equipment	X		
Update the Asset Management/ITSM Platform/Service Management Workflow System to reflect changes to the Supported Hardware and Authorized User profile upon whole unit replacement	X		
Update Service Request Management System to close ticket upon completion	X		
Notify Client if hardware or software is determined to be incompatible, or unapproved nonstandard	X		
Clean up logistics—remove and dispose of related packaging materials and manufacturer's media and documentation in the designated location proximate to the installation site	X		
Complete the disposal of Supported Hardware as needed	X		
Provide software installation media or toolsets for Client-approved standard software load required to restore Supported Hardware back to normal operation		X	
Provide secure facilities for NTT DATA on-site Depot storage of Supported Hardware not in production (both pre-and post-installation) and as designated in the Supported Locations		X	
Provide location, electrical power, and network connectivity for automated parts lockers		X	
Install and configure automated parts lockers	X		
Assume financial responsibility for packing boxes and material, transportation, and property insurance	X		

5.4.1.10 VIP Users Support

VIP support for executives and critical business users and/or devices will be accomplished via a whole unit spare or parts, to immediately restore service. For whole unit spare replacement, NTT DATA will complete the repair of the exchanged unit “offline” using on-site or dispatched parts. In order for VIP user support to be effective in the event of a hard drive failure, the system must have user data mirrored to a shared location or stored on a network drive.

Additional details regarding advanced exchange services are provide in Section 5.4.1.9, Advanced Exchange Services.

NTT DATA Field Services engineers will have access to both parts and whole unit spares to guarantee the restoration of functionality within the defined Service Levels for the VIP Users.

5.4.1.11 Tech Cafes

NTT Data shall provide management oversight of the Tech Cafés, including line management and supervision of the Dedicated On-Site Technicians at the Tech Cafes.

Tech Café Technicians

Supplier will provide a dedicated on-site technician for each Tech Café. The dedicated on-site technician will have prior experience of providing Tech Café or TOS Key Partner support. Their selection will be based on technical and analytical tests and operational interviews, conducted by Supplier regional leads, that demonstrate that the selected dedicated on-site technician has superior expertise and experience in providing End User support.

The dedicated on-site technician will support the Tech Café during normal business hours. The Supplier shall monitor the Tech Café queues through bandwidth reports and other ticketing data. Abnormal temporary spikes in the volumes at the Tech Cafés would be supported by dedicated on-site technicians at the site, to the extent such dedicated on-site technicians have capacity and such support would not cause performance failures. Supplier shall provide necessary statistics to monitor proper staffing levels. Should additional dedicated on-site technician staff be required (e.g. as demonstrated by the statistics provided by the Supplier to monitor proper staffing levels), Supplier will re-deploy dedicated on-site technician resources supporting the site to support the additional workload at the applicable Tech Café.

Tech Café Adoption

Supplier will provide and support campaigns to drive adoption and use of the Tech Cafes as part of the Marketing and Communications program and throughout the Contract term.

Supplier will provide access to the ECO application on Client equipment at each Tech Café that will enable End Users to provide feedback on the Tech Cafe. Supplier will provide monthly statistics on the quality of the Service provided.

Tech Café Coffee Machine

Supplier will provide and maintain (including providing the supplies) a coffee machine at each Tech Café.

Setup of Tech Café and Overall Facility Management

The Client (State of Oklahoma) will be responsible for the construction and maintenance of the Tech Café space and facilities. NTT Data will provide input to the Tech Café design, layout and location based on Supplier's experience with Tech Cafes used by Supplier's other customers.

5.4.1.12 Smart Lockers and Vending Machines

The Smart Lockers and Vending Machines provided by the Supplier will have the following specifications.

- Specifications of the "Vending Machines"
 - Manufacturer: IVM, Inc.
 - Model: Standard Vending Machine

- Machine Dimensions: 74" H X 43" W X 36" D and 615 lbs.
- Machine Door: 12" of clearance to open
- Power Consumption:
 - USA: 115 VAC, 60 Hz, 1.2 Amps
 - International: 230 VAC, 50 Hz, 0.6 Amps
- Specifications of the "Smart Lockers"
 - Manufacturer: IVM, Inc.
 - Model: Locker Tower
 - Machine Dimensions: 76"H X 17.25"W X 24"D and 150 lbs.
 - Power Consumption:
 - USA: 115 VAC, 60 Hz, 1.2 Amps
 - International: 230 VAC, 50 Hz, 0.6 Amps

Installation:

- Supplier shall be responsible for delivering the Smart Lockers and Vending Machines to the required site.
- Supplier shall be responsible for the on-site physical installation of the Smart Lockers and Vending Machines, including connecting to power and testing that the Smart Lockers and Vending Machines are operating correctly and are ready to be put into production.
- The Client will be responsible for providing the necessary space, power, and cellular service (i.e. a cellular service SIM card for Supplier to install) for the Smart Lockers and Vending Machines.
 - No less than four (4) weeks in advance of the scheduled installation of the Smart Locker and Vending Machine, the Supplier shall provide the Client with the space, cellular service requirements (e.g. SIM card size and expected data usage), and power requirements that the Client is required to provide.
 - Supplier will provide input on the optimal installation location for Smart Lockers and Vending Machines.

Management and Maintenance:

- Supplier shall be responsible for managing and maintaining the Smart Lockers and Vending Machines, including:
 - Performing configuration change services twice a year
 - Performing non-system configuration changes (e.g., changes to what is stocked) upon Client's request
 - Proactive monitoring of the Smart Lockers and Vending Machines for faults and failures
 - Resolving any issues that arise, including providing on-site repair services if required. Failures of a Smart Lockers or Vending Machines are expected to be resolved within one (1) business day.
 - Performing any manufacturer recommended on-site preventative maintenance
 - Implementing manufacturer recommended software updates and security patches

- Providing technical support (including mechanical)
- Replenishing the hardware stocked in the Smart Lockers and Vending Machines
- Providing monthly reporting on the health of vending machines and smart lockers

5.4.1.13 Field Services Reporting

The standard reports that will be made available are grouped into two categories:

- **General Service Management** – these reports are part of the overall State ITO/Managed Services contract and are based on standard ITIL reporting of incident, request, change, and problem management in daily, weekly and monthly intervals. These reports are covered and outlined in the Service Management section.
- **Field Services Specific Reports** – these specific reports are based on the agreed level of service and the utilized toolset in support of the overall service delivery function to the State.

Field Services included and provided reports are:

- Monthly SLA Performance
- Monthly SLA Performance by Region
- Dispatch Volume Trends – Aggregate and by Dispatch Type
- Resolution Time Trends – Aggregate and by Dispatch Type
- Dispatch Trends by Location
- Root Cause Analysis Report
- Dispatch Analysis on Incidents and Service Requests
- Weekly/Monthly SLA Reports

General service management and Field Services-specific reports shall be made available to the State no earlier than 30 days post NTT DATA Assumption of Service.

5.5 Dedicated Resources

NTT DATA has provided rate card pricing for dedicated resources at the request of the State. The dedicated resource rates are applicable to Field Services technicians that would provide services to the requesting facility/Agency on a dedicated basis. For the avoidance of doubt, each dedicated resource would provide only the services defined in the Field Services section of this SOW to a single agency within a single geographical location. Dedicated resources will be made available during normal working hours, Monday through Friday, excluding NTT DATA observed holidays and paid time off per NTT DATA standard policies.

5.6 Out-of-Scope Services

For the avoidance of doubt, the following activities are deemed outside the scope of this SOW. In the event the State requests that NTT DATA perform such activities, the parties will execute the necessary amendment or change order to address such additional activities.

- Remediation projects (outside of the scope of activities included in this SOW)
- Planning, design, and implementation activities

- Operational Health Checks and Compliance Audit (outside of the scope of activities included in this SOW)
- Support for extraordinary requests that exceed the capacity of the existing staff (cannot be absorbed into existing workload schedules without impacting Service Levels)
- Move requests in excess of 9 users in one request

6. Desktop Engineering Services

6.1 Desktop Engineering Services Summary

- 6.2** The parties agree to work in good faith during the Transition Period to identify the applicability of Section 6 and to renegotiate the terms as needed.

6.2.1 Introduction

NTT DATA shall be responsible for the administration, management, support and maintenance of the Desktop Engineering function, focused on delivering Application Packaging, Image Management, Patch Management, Software Distribution/Deployment Management, and Client Remediation Support.

NTT DATA will provide unified endpoint management to include managing global configurations settings, patching, applying application updates, device health monitoring and reporting, collecting of hardware and software asset information, reporting compliance to access and security policies. NTT DATA will implement a multi-tiered approach to device management.

NTT DATA will leverage a single, centralized user device management platform (e.g., SCCM, Altiris or Configuration Manager) owned by the State but managed and supported by NTT DATA. NTT DATA's device engineering services will provide centralized remote management of End User devices across the State. We will use standard processes and procedures to enable consistent management to keep costs low, optimize the efforts required to deliver the services, and exceed End User expectations.

Windows 10 Modern Management. NTT DATA will leverage the Windows 10 Modern Management Service in support of the Desktop Engineering process. Windows 10 Modern Management is an operational support and management service for Microsoft Windows as a Service (i.e., Windows 10 Servicing). The Service includes management and support of the Systems Management infrastructure, feature updates, quality updates, servicing channels, insider previews, and deployment rings. For simplicity, our proposed solution includes modern management as well as traditional and co-management approaches blended into the management rate.

6.3 Support Hours/Contact Methods

NTT DATA will provide Desktop Engineering Services Support during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, Central Standard Time.

NTT DATA shall be responsible for providing Desktop Engineering Services support for Severity/Priority Level 1 and 2 Incidents and Major Changes related to Desktop Engineering Services on-call only on a 24x7x365 basis.

6.4 Desktop Engineering Processes

6.4.1 Package Build Assistance

Upon request, NTT DATA's desktop engineering team will design and implement package sets in Altiris per our Rates and Charges.

6.4.2 Image Management

NTT DATA Desktop Engineering Services team will create new custom images supporting multiple desktop, laptop, and tablet platforms based on the customer's functional need and will include applications, operating systems, service packs, and system software and hardware drivers. Image Management includes building, updating and maintaining approved images. Building an image is the process of designing and developing images for the desktop, laptop, and tablet environment. Image updates will be performed, as a standard, on a quarterly basis. The images that are released into the computing environment will be stored in a secure image repository. The image repository will detail the history of changes and include the details of each image and the specific configuration for which it is applicable.

The desktop engineering team operating system image service will be responsible for the development of the image and establishment of deployment methods, including zero-touch system deployment, network or pre-installation environment boot and by interfacing with the NTT DATA desktop support team and State engineers.

The standard desktop/laptop/tablet operating system image will include the operating system and key security software products such as firewall, anti-virus and other malware detection software, and security patches/updates available at the time of the image build. It will also include essential device drivers and other facilitating software to help ensure hardware and software compatibility and layering of required software applications.

Images will be created using industry-standard toolsets, for maximum portability and compliance with diverse deployment tools. Once an initial image is constructed, NTT DATA will continue to update and/or refresh the image periodically (using an agreed update schedule) so that applicable security updates and critical software are included.

Additionally, the NTT DATA desktop engineering team will support Apple MAC OS images.

The introduction of new hardware and software standards into the production environment requires careful testing and acceptance so that the build environment meets the needs of the State and assists in the management of the State's user expectations.

Hardware Model Integration. The NTT DATA desktop engineering team will regularly review the driver requirements for each supported model so that the correct drivers are included in the image. The team will also avoid adding unnecessary driver files that tend to inflate the size of the image.

Each time the State certifies a new hardware model for employee purchase, a hardware model integration task request will be created to modify the collection of drivers included in the operating system image deployment. NTT DATA will use configuration center deployment buffer stock for image build, and hands-on compatibility testing, where the desktop engineering team confirms no device-related errors or conflicts exist when the image is installed.

The following table identifies the Image Management roles and responsibilities that NTT DATA and the State will perform:

Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Assist customer in reviewing and analyzing the standards for EUC Equipment and recommend changes	X		
Approve changes to standards for EUC Equipment and EUC software supported within the images maintained by the Service Provider		X	

Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Maintain EUC base image configuration documentation for all images with image revision history	X		
Determine applications available for image integration	X	X	
Establish a basic configuration of the standard image that includes the Supported Desktop Operating Systems to be imaged	X		
Update supported images on an agreed regular basis with applicable security patches, critical updates, service packs and functional changes before the system begins communicating on the network	X		
Communicate any manufacturer changes in the current approved and Supported Desktop standard configuration (hardware or software)	X		
Provide reference models for all non-NTT DATA hardware supported in the standard image	X		
Provide software media, including license keys, for applicable Supported Desktop Operating Systems and applications for images		X	
Collaborate with the State on the identification of standard applications that qualify for image integration	X		
Before an image is finalized, configure and test the Supported OS to verify compatibility with existing Supported Desktop Hardware and software configurations	X		
Provide test systems for testing image design, creation, and modifications	X		
Coordinate and manage User Acceptance Testing for all images created and modified		X	
Take corrective action, as appropriate, for problems discovered during the image testing phase	X		
Provide verification of each completed image to the customer designated contact	X		
Deliver the final, approved image for deployment	X		
Add support for additional hardware models to final image, per request on a continuous basis	X		

6.4.3 Patch Management

The Patch Management function will deliver all activities related to planning, scheduling and controlling the test and production deployment of software and security updates to remediate vulnerabilities within the End User computing environment.

As software manufacturers produce patches for their applications, the NTT DATA Desktop Engineering team, in collaboration with the State's Information Security team, will identify the applicable patches for each device type and prepare to quickly and methodically introduce them into the State's computing environment. Working through ITIL-compliant processes, each patch will be identified, evaluated, and introduced in a controlled manner.

As part of this service, critical patches that mitigate identified security risks will take priority and will be expeditiously deployed.

The following table identifies the Patch Management service roles and responsibilities that NTT DATA and the State will perform:

Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Work with the State to create and define patch management policies	X		
Approve patch management policy		X	
Develop the patch deployment plan (including rollback plan) with input from key stakeholders and the Client	X		
Provide deployment plan for patch management to the Client	X		
Approve predefined deployment plan for patch management		X	
Determine deployment specifications (target, app, deployment methods, and other specs.)	X		
Create baseline patch health report to identify missing critical patches prior to Assumption of Service Date	X		
Initiate patch management process based on predefined release and deployment plan	X		
Update Patch Catalogue	X		
Monitor security bulletins and initiate process for out of band patches	X		
Create the list of patches to be applied	X		
Review, update, and approve list of patches		X	
Provide thresholds and metrics for rollback initiation		X	
Initiate Patch Management Process for approved patches	X		
Plan the pilot deployment	X		
Provide Change approval for pilot deployment of patch packages		X	
Participate in Change Advisory Board (CAB) and Emergency CAB (ECAB) Meetings representing Patch Management	X		
Provide approval for pilot deployment		X	
Perform pilot deployment for patch packages	X		

Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Provide pilot deployment reports	X		
Assist with End User communication for Patch Management	X		
Assist in collecting metrics after rollout in determination of a successful deployment	X		
Perform rollback if necessary	X		
Provide advice regarding production deployment	X		
Plan the Production deployment	X		
Perform production deployment	X		
Provide production deployment reports	X		
Present/report on Patch Deployment Metrics	X		
Present/report on Rejected Patch List	X		
Approve rollbacks if necessary		X	
Collect and consolidate user feedback and share the result - optional	X		

6.4.4 Software Distribution and Deployment Management

NTT DATA will utilize the Altiris platform as the distribution engine for app packages, patches, or any other configuration changes to an endpoint such as registry modifications or file placement. As application compatibility and device readiness permits, we will also engage our Digital COE team to work closely with State architects to guide compatibility verification and recommend the appropriate time to integrate Windows 10 Modern Management practices into the software deployment process.

NTT DATA will provide the management of the distribution function which supports the software distribution and delivers all activities related to planning, scheduling, and controlling the test and deployment of releases in order to deliver new functionality required by the business while protecting the integrity of existing services.

This service component allows for software and configurations (such as group policies) to be prioritized and scheduled for distribution to the desktop, laptop, and tablet environment. This helps maintain the optimal operation of the End User computing environment.

Mass deployment or mass software distribution represents any deployment that is affecting many users regardless of the method adopted to deploy the software (mandatory or optional).

NTT DATA will work with the State to jointly agree on the threshold, in terms of targeted population, of the specific number of deployments that can be performed on a monthly basis by Desktop Engineering team.

The following table identifies the Software Distribution/Deployment Management roles and responsibilities that NTT DATA and the State will perform:

Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Develop the software deployment plan with input from key stakeholders and the Client	X		

Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Administer Distribution Requests and validate request details are complete and approvals are gathered	X		
Create and manage configurations, collections, and advertisements that meet the requested deployment objectives	X		
Provide secure domain access from the NTT DATA technical center in Oklahoma City to all in-scope State of Oklahoma Domains		X	
Provide secure network routing equipment in the NTT DATA technical center to facilitate connectivity to State of Oklahoma Domains	X		
Provide secure network routing equipment from the State network to facilitate NTT DATA access to in-scope State domains		X	
Collaborate with the State to determine deployment specifications (target, app, deployment methods, and other specs.)	X		
Approve deployment specifications (target, app, deployment methods, and other specs.)		X	
Manage and maintain the file share which is used for software distribution		X	
Trigger/request software distribution		X	
Initiate process - RFC	X		
Plan the pilot deployment	X		
Perform pilot deployment	X		
Provide deployment reports	X		
Perform pilot rollback if necessary	X		
Provide advice regarding pilot deployment	X		
Plan the production deployment	X		
Perform production deployment	X		
Provide deployment reports	X		
Assist in collecting metrics after rollout in determination of a successful deployment	X		
Provide Change approval for Pilot and Production Software deployment/subsequent deployments		X	
Approve deployment rollback if necessary		X	
Initiate rollback process, if necessary	X		
Track failure trends and report results	X		
Compare distribution metrics to updated software inventory confirming results	X		
Collect and consolidate Authorized End User feedback and share the result	X		

Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Manage End User communication for Software Distribution		X	
Rationalize failures and perform a remote remediation	X		

6.4.5 Mobile Device Management (MDM)

NTT DATA will provide operational and technical MDM services for approximately 5,500 devices at the State through the ongoing management of the Enterprise Mobility Management (EMM). We will leverage the State's existing MobileIron implementation to provide the following services:

- Manage the solution to provide mobile device management service for the State
- Gather End User requirements for mobility devices (for example, applications, functionality, and access)

NTT DATA will support and use the State's or Third-Party supplier's unified endpoint management or mobile device management tool to manage mobility devices. This includes:

- Device Adds
- User Account Modifications
- New User Account Setup
- Operating System and Application Distribution
- Network Connectivity
- Configuration Settings
- Security Settings
- Data Distribution
- Patching
- Device Removal
- Configure user authentication and access controls to enforce standard device security, authentication, and encryption

6.4.6 Client Remediation Support

Client Remediation Support service provides support in case of unsuccessful rollout of patches and applications and includes deployment management troubleshooting. NTT DATA Desktop Engineering service will provide support for client remediation when a significant number of End User devices are impacted by an unsuccessful roll-out/roll-back of a specific application and patch set.

Individual incidents will be handled by NTT DATA utilizing the in-place Service Desk and Field Services functions.

The following table identifies the Client Remediation Support roles and responsibilities that NTT DATA and the State will perform:

Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Troubleshoot and remediate failed/ problematic patches (roll-back as necessary)	X		In scope for Patch Management and Deployment Management only. Activity triggered for at least 5% of failures within the target End User systems population
Troubleshoot and remediate failed/ problematic software distribution (roll-back as necessary)	X		In scope for Patch Management and Deployment Management only. Activity triggered for at least 5% of failures within the target End User systems population
Review client-side logs and support incident resolution for failed/problematic software distribution or patch updates	X		In scope for Patch Management and Deployment Management only. Activity triggered for at least 5% of failures within the target End User systems population
Support the End User troubleshooting process by opening tickets for Field Services support in troubleshooting client incidents for Software Distribution and Patch Management issues	X		In scope for Patch Management and Deployment Management only. Activity triggered for at least 5% of failures within the target End User systems population
Review health status and provide remediation activities for End User systems not communicating with the management infrastructure (under expected conditions (failures and errors))	X		In scope for Patch Management and Deployment Management only. Activity triggered for at least 5% of failures within the target End User systems population

6.4.7 Desktop Engineering Reporting

NTT DATA will include a role for a Workplace Analytics Coordinator, who will be responsible for the dashboards, analytics, and reporting. NTT DATA will provide regular device status/health reports (including OS versions, update compliance, and firmware/BIOS versions along with device security information including disk encryption status and user logins) using native functionality and existing State investments.

The following table identifies the Desktop Engineering Reporting roles and responsibilities that NTT DATA and the State will perform:

Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Collect the discoverable data from customers environment and assist with reporting activities	X		
Provide appropriate level of access to configuration management and system management systems in order to perform reporting activities		End User	
Provide standard configuration management/system management reports as requested	X		

Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Create production deployment reports	X		
Create report on Patch Deployment Metrics	X		
Create report on Rejected Patch List	X		
Create report on Image Management Metrics	X		

6.5 Limitations and Constraints

6.5.1 Application Packaging

- The State will provide the location of the Definitive Software Library (DSL) for hosting supported application source files and documentation.
- Application Compatibility Testing is out of scope from steady-state App Packaging delivery services.
- Application Remediation is out of scope from steady-state App Packaging delivery services.
- The State will provide application packaging pre-requisites e.g., installation media and duly filled Application Specification Document (ASD). NTT DATA Desktop Engineering team will provide the ASD template.
- Package Service Level calculation will exclude any suspend time including requirements gathering/discovery of configuration requirements for installation process, UAT, and sign-off performed by the State or NTT DATA teams testing on behalf of the State.
- Any Requests submitted that include multiple Packaging Requests will be excluded from the Application Packaging Service Level measurement.
- A separate Package request needs to be raised for each pre-requisite application if required for the parent request.
- Any package modification requested because of changes in the original package requirement request form will require a new package request.
- Emergency package requests are not “complex” or “non-standard” category.
- Application packaging software license will be provided by the State.

6.5.2 Patch Management

- Desktop Engineering team will not provide support for updates and patches for devices such as network switches/routers etc. and/or firewall/network security devices.
- Non-COTS or in-house developed application updates are not included in the standard service support and require a custom support solution.
- The Desktop Engineering support team will provide patch management support for the application software. Updating the objects, databases, and/or other software sub-components is not part of the standard service support and does require a custom solution.
- The threshold, in terms of targeted population, will be jointly agreed with the State, considering the specific number of deployments that can be performed on a monthly basis by the Desktop Engineering team.

- Typically, the Patch Management process will be triggered by the preapproved patch management plans; however, the Desktop Engineering team will monitor security bulletins for security updates that address zero-day vulnerabilities.
- Deployment process usually consists of 2 phases: Pilot phase and Production phase. Production phase will be started only after evaluating pilot phase as successful.
- Change Management process will always be invoked for Patch Management. However, the approval level and the type of change required for each patching activity will be agreed with the State and specified in the Patch Management Plan. Typically, in-band patch updates will require a standard change (preapproved), and all out-of-band patches will be either emergency changes or normal changes and will be approved in ECAB/CAB.
- Desktop Engineering team will assist the State in determining the target population and other deployment specification for out-of-band patches for both pilot and production. However, it is the State's final responsibility to provide a pilot and production target group and deployment specifications inside the recorded RFC.
- The State should provide the Desktop Engineering team with the patch management plan. However, the Desktop Engineering team may assist in creation of The Patch Management Plan provided all requirements and specifications are available.
- Desktop Engineering team, if necessary, may assist the State by sending communications to the users targeted for a deployment. However, it is the State's responsibility to provide the communication text and the distribution list. Communications will be sent from a generic mailbox only.
- Deployment stop or/and rollback can be requested by the State in case of any unforeseen situation when one or more customer services are negatively impacted by the release. However, only major incidents may trigger a deployment stop or rollback. The threshold definition, in terms of number of affected users, will be jointly agreed with the State Client and preferably specified during the deployment planning phase.

If required, pilot and production user feedback processing and aggregation will be performed by the Service Desk. Desktop Engineering will evaluate the consolidated feedback and provide the State with advice in respect to the Change Management (approval) process. Desktop Engineering team will adopt a "silence is golden" approach in cases of no feedback received from the Service Desk and will continue the deployment process assuming the pilot/production has been successful.

6.5.3 Image Management

- Windows images will be created to maintain maximum portability and compliance with diverse deployment tools. Once an initial image is constructed, it is updated or refreshed every three months so that applicable security updates and critical software are included.
- In addition to critical applications, the Windows workstation operating system image deployment may include settings which have been released via group policy. The group policy object is exported from the State domain and applied.
- NTT DATA will update supported images on a regular basis not to exceed three calendar months, in order to provide that applicable security patches, critical updates, service packs, and functional changes are applied before the system begins communicating on the network.

6.5.4 Software Distribution/Deployment Management

- Mass Deployment process will be aligned to the ITIL framework in terms of Request Management, Change Management, Change Evaluation and Release and Deployment Management processes.
- Typically, the Deployment process will be triggered by a customer request (recorded in the ticketing tool) or by a predefined deployment plan previously agreed upon with the State.
- Only existing packages will be released to the live environment (pilot or production groups). If an application has not been packaged yet, then the Packaging process will be initiated first.
- Deployment process usually consists of two phases: Pilot phase and Production phase. Production phase will be started only after evaluating pilot phase as successful.
- Change Management process will be invoked for production deployments. Production changes need to be fully approved by the State during CAB meetings before starting the related deployment. This may not always be required for pilot deployments but is typically recommended.
- Desktop Engineering team will assist the State in determining the target population and other deployment specifications for both Pilot and Production. However, it is the State's final responsibility to provide a pilot and production target group and deployment specifications inside the recorded RFC.
- Desktop Engineering team, if necessary, may assist the State by sending communications to the users targeted for a deployment. However, it is the State's responsibility to provide the communication text and the distribution list. Communications will be sent from a generic mailbox only.
- Deployment stop and/or rollback can be requested by the State in case of any unforeseen situation when one or more customer services are negatively impacted by the release. However, only major incidents may trigger a deployment stop or rollback. The threshold definition, in terms of number of affected users, will be jointly agreed with the State and preferably specified during the deployment planning phase.
- Pilot and production user feedback processing and aggregation will be performed by the Service Desk. The Desktop Engineering team will evaluate the consolidated feedback and provide the State with advice in respect to the Change Management (approval) process. The Desktop Engineering team will adopt a "silence is golden" approach in cases of no feedback received from the Service Desk and will continue the deployment process assuming the pilot/production has been successful.

7. Asset Management Services

7.1 Summary of Services

NTT DATA will provide the following types of services to the State as further described in this SOW:

- End User Hardware Asset Management
- End User Software Asset Management

7.1.1 Outline Services Description

Base Service/Add-on Service/Option	Short Service Description
End User Hardware Asset Management	Support of the end-to-end Asset Lifecycle for the End User Hardware Devices
End User Software Asset Management	Support of the end-to-end Asset Lifecycle for the End User Software Titles

The outline descriptions of the base services in the above table are for general informational purposes only. The detailed descriptions of the applicable Services, set forth below in this SOW, shall govern.

7.1.2 Asset Management Services Summary

Asset Management services provides NTT DATA clients with hardware and software asset lifecycle support and helps optimize assets throughout their lifetime in order to reduce cost, improve compliance, and mitigate risks.

The service provides a process-centric approach, enabling management and visibility of IT and business asset data elements from planning through disposal¹.

NTT DATA ("Supplier") utilizes a combination of ITIL and IAITAM methodologies throughout the delivery of the IT Asset Management services.

Asset Management Services support business objectives through the delivery of best practice services to optimize assets throughout their lifecycle in order to reduce cost, improve compliance, and mitigate risks. NTT DATA has included four major service offerings from a Hardware and Software Asset Lifecycle Management perspective.

- **Client Hardware Asset Lifecycle Management (for End User hardware devices):** provides support of the end-to-end asset lifecycle for the End User hardware landscape.
- **Client Hardware Asset Adjudication (for End User hardware devices):** provides support for the integration of Flexera asset information to DSO and includes the automation workflows necessary to adjudicate asset conflicts.
- **Asset Integration to Cherwell CMDB (for End User hardware devices):** provides the integration of DSO hardware device information to the Cherwell CMDB.
- **Client Software Asset Lifecycle Management (End User software licensing):** focuses on supporting the end-to-end Software Asset Lifecycle for the End User landscape and tracking deployed software against license entitlements, managing simple desktop licensing

¹ Asset Management Services provides support for tracking of asset disposal information in the utilized Asset Management Tool. Any physical move, IT asset recycle (package, data wipe, etc.) or resale/donation activities are not in scope for this service.

(Microsoft, Adobe), managing upgrade and downgrade rights, and support and maintenance agreements.

The scope of the Service may include the utilization of existing State discovery tools or technologies, upon Supplier approval and, in this scenario, their implementation can be contained within the scope.

7.1.3 Asset Management Services Structure

The following tables provide the structure of Asset Management services support by service options and add-on features. This structure is further expanded and detailed in the next sections and appendixes of this service description document:

7.1.3.1 Hardware Asset Management Services

		Client Hardware Asset Management
Client Asset Management Services	Hardware Asset Management Core Service Functions	End User Hardware Included
	Flexera Data Feed Processing	Included
	Hardware Asset Lifecycle Management - Desktop/Endpoint Support	Included
	Hardware Asset Lifecycle Management – Data Center Support	Not in Scope
	Hardware Asset Lifecycle Audit	Included
	Asset Management Reporting	Included
	Quality Assurance Review	Included
	Integration Services from Flexera HAM Database to DSO	Included
	DSO Asset Adjudication Services	Included
	DSO Hardware Asset Integration to Cherwell CMDB	Included
Add-On Support Services (Recurring)		
Flexera Agent Deployment Support		Included
Add-On Support Services (One-Time/Project)		
Optional Support (custom reporting, data feeds integrations, projects)		Included for Integration to DSO and DSO to Cherwell
Other Services (transformation, migration projects)		Not Included
Service Levels		
Service Level Agreements	Completion and accuracy of defined best practice fields based on 2% sampling of all in-scope assets.	Quarterly accuracy measure completed within five business days after the first business day of each calendar quarter

7.1.3.2 Software Asset Management Services

		Client Software Asset Management
Client Asset Management Services	Software Asset Management Core Service Functions	Included
	Data Feed Processing and Management	Included
	Software Asset Lifecycle Management - Desktop/Endpoint Licensing Support	Included
	Software Lifecycle Management – Data Center Licensing Support	Not in Scope
	Software Lifecycle Audit	Included
	Asset Management Reporting	Included
	Quality Assurance Review	Included
Add-On Support Services (Recurring)		
Flexera Agent Deployment Support		Included
License Optimization		(End User Software Only)
Software Metering and Harvesting		(End User Software Only)
Oracle License Management		Not in Scope
SAP License Management		Not in Scope
IBM License Management		Not in Scope

7.1.3.3 Current Infrastructure Service Management Residual Ticket Backlog

Residual ticket backlog shall have the meaning of any existing ticket record within the currently utilized ITSM platform, which has an initial opening timestamp 24 hours prior to the date of NTT DATA's Assumption of Service.

The State, or the existing service provider/incumbent, shall be required, during the transition period, to make a best effort attempt at closing as many tickets as possible.

If the residual backlog tickets remain in the current ITSM system, these tickets will be modified to a “backlog” ticket designation. If a new ITSM system is within scope of the transition, the State shall be responsible for reopening residual backlog tickets. Backlog tickets will be subject to a “best effort” support methodology, as described below:

Reopened tickets, from existing backlog, shall be assigned the lowest priority/type level, based on the agreed levels/type classification between NTT DATA and the State. These tickets shall not be taken into any Service Level calculations and any performance evaluation of NTT DATA provided services.

7.2 Asset Management Services

7.2.1 Introduction

NTT DATA shall be responsible for providing software asset management services support for the State's End Users (desktop and laptop level).

NTT DATA shall provide the service, utilizing agreed service management and IT Asset Management methodologies.

NTT DATA and the State will work together to implement a license management strategy to enable a State enterprise software management program during the term of this Contract.

Software license management strategy will include, but not be limited to, the following:

- Determine and implement appropriate access controls for NTT DATA and State personnel.
- Align software management strategy, continuous improvement initiatives and operations with the State's business strategy/growth.
- Develop standardized Software Management Reports that meet the needs of the State's Business environment/organizations.
- Create and implement optimized communication portals between the State Business Community, and Procurement and Software IT focal points to obtain needed software and procurement data.
- Create and maintain process to identify software within the State's environment and monitor software license usage.
- Contribute to automated input, authorization, tasking, and routing of Service Requests to be fulfilled by engineering teams.
- Unless otherwise agreed upon NTT DATA will use the State's discovery and management agent(s) and tool(s) to capture and report usage data.

The following sections describe the provided activities, roles, and responsibilities.

7.2.2 Hours of Support

NTT DATA shall be responsible for providing Software Asset Management support on an 8 hours a day (business hours), 5 days a week basis, with regular system maintenance to be performed during agreed upon maintenance windows with the State.

7.2.3 Planned Maintenance

7.2.3.1 Service Maintenance Windows

NTT DATA routinely conducts maintenance on the infrastructure platforms that our customers utilize. This may include (but is not limited to) expansion of or modification to hardware, software, storage, and network components. NTT DATA will normally adhere to the following maintenance windows:

- Tuesday and Thursday 7:00 p.m. to 7:00 a.m. CST for maintenance that is not expected to require more than 2 hours of potential service interruption
- Sunday 12:00 a.m. to 6:00 p.m. CST for maintenance with a potential service interruption of more than 2 hours

7.2.3.2 Significant Planned Event

Periodically, there may be a significant planned maintenance event (for example, platform software version change) that will involve an interruption in the service and/or require actions to be taken by a significant portion of our customers. These events are normally scheduled for weekend or holiday periods when usage of the service is lowest. NTT DATA will normally communicate the schedule and scope of these events at least 30 calendar days in advance in order to facilitate customer planning and support. These events will usually need close communications between NTT DATA and the Client. NTT DATA will set up any required bridge lines and communicate connection information.

7.2.3.3 Unscheduled Maintenance

In the event an issue occurs that results in a disruption of service or an imminent disruption of service that cannot, in NTT DATA's reasonable assessment, be scheduled at the next maintenance window, NTT DATA will perform the necessary actions to place the service in the most stable condition and conduct maintenance to bring the service back to full capability. If full capability cannot be achieved, NTT DATA will place the service in the highest functional capability possible until permanent repairs can be made:

- The event occurring will be communicated to the State as soon as conditions allow.
- A bridge line will normally be established by NTT DATA if there is a significant system outage, to communicate event status and coordinate any actions with the State.
- Maintenance necessary to restore service will not require State approval to implement.

7.2.3.4 The State Initiated Maintenance

On occasion, the State may want to make changes to its environment that could impact the service and may require action by NTT DATA to maintain a continuous service.

Changes to the initial service configuration may require NTT DATA to follow internal change control and notification processes if such changes are to be supported. Any proposed change will be communicated to NTT DATA via a service support request a minimum of two (2) weeks (10 business days) prior to the date the scheduled change is to begin.

In the event of a service-impacting unplanned event on the State infrastructure requiring NTT DATA to perform modifications to service configuration, the State will call in an incident, and NTT DATA will respond **without** adhering to the incident response Service Levels and Performance Objectives described in this SOW.

7.3 General Requirements and Specifications

General requirements and specifications that apply to the Services are as follows:

- Unless otherwise agreed upon, NTT DATA will use State tool(s) and licenses for those tools to capture data including, but not limited to machine type, hardware attributes, network location, logon, and installed software. Specifically, Altiris is intended to be used as the discovery vehicle. Optionally, NTT DATA-provided Flexera agents can be made available to perform client discovery.
- The State and NTT DATA will work together to automate the data capture process (during due diligence, Transition, and any ongoing transformation)
- NTT DATA will provide mutually agreed upon Asset Management Reports.
- Technical Point of Contacts: NTT DATA will meet and work with State technical points of contact, who have a working knowledge of the enterprise components to be managed through this Service. NTT DATA may request that meetings are scheduled periodically with technical contacts.
- Authority: NTT DATA will rely upon State technical points of contact as escalation points to bring issues to the attention of the appropriate individuals within the State's organization and resolve conflicts.

7.3.1 Roles and Responsibilities General

The table in each section below includes a responsibility matrix describing the respective, task-level responsibilities of NTT DATA and the State for the category in which the services are being described.

7.3.2 Hardware Asset Management Services

NTT DATA's IT Asset Management (ITAM) service for hardware shall include the asset lifecycle management service, enabling management and visibility of IT and business asset data elements from planning through disposal.

The scope of service will include the utilization of State-owned discovery tools, together with ITIL and IAITAM methodologies, for ITAM services delivery and provides a wide range of asset management services and best practices.

7.3.2.1 ITAM Program Management and Delivery

The following table identifies the ITAM program management delivery roles and responsibilities that NTT DATA and the State will perform:

ITAM Program Management and Delivery Responsibilities			
Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Provide a SPOC to serve as the liaison to NTT DATA to assist in the execution of the service		X	
Participate in process improvement and sponsor the execution of bilaterally adopted policy or process changes that require change within the State's organization	X		
Participate and represent NTT DATA ITAM practice in State ITAM meetings, PMO meetings and procurement meetings	X		
Establish and maintain the Asset Management inventory of all End User Equipment	X		
Maintain and update SOP documentation for the hardware asset lifecycle management service delivery	X		
Evaluate Asset Management delivery effectiveness and performance, recommend and, subject to State's approval, implement Changes to Asset Management based on such evaluation	X		
Provide explicit list of all included physical locations subject to ITAM service delivery		X	
Provide any existing inventory records, purchase orders, or equipment tracking data		X	
Provide password Inventory list – spreadsheet citing local admin passwords for Asset Management tools or any other specific tool sets utilized in the current environment (if NTT DATA will utilize State owned platforms)		X	If the State retains/provides the asset management toolset
Provide hardware contracts – vendor maintenance support information including serial		X	

ITAM Program Management and Delivery Responsibilities			
Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
numbers, start/stop of maintenance renewals, current vendor SLAs			
Provide NTT DATA with access to appropriate State personnel necessary to support deployment of the Services by NTT DATA		X	
Provide NTT DATA access to required resources including but not limited to procurement, finance, IT Services, infrastructure, disposition, inventory tool(s) technical leads, and database leads		X	
Implementation of any agreed revised business policies and procedures to enable a successful Asset Management delivery function		X	
Provide End User contact information when necessary		X	
Participate in process improvement and sponsor the execution of bilaterally adopted policy or process changes that require change within the State's organization		X	
Utilize Asset Management data to maintain hardware usage compliance, including contract management and proper usage.		X	

7.3.2.2 Data Feed Processing and Management

NTT DATA's provided Asset Management data feed processing and management process will consist of the following activities or processes:

- Initial entry and updates, through several methods
- Procurement/purchasing process
- Automated discovery via current tool set
- Change/request management processes
- Physical inventory
- Changes and validation
- IMACD requests
- Monthly reconciliation process

Electronic inventory and management of infrastructure components will be executed utilizing the State-provided/NTT DATA-provided data collection toolset.

The following table identifies the data feed processing and management roles and responsibilities that NTT DATA and the State will perform:

Data Feed Processing and Management Responsibilities			
Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Implement and manage the process to capture initial data of all hardware device information for	X		

Data Feed Processing and Management Responsibilities			
Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
hardware introduced into the State's IT environment by Suppliers			
Validate the hardware with a defined customer point of contact to interface with business units at each technology center as well as remote sites	X		
Update records in the Asset Management inventory as a result of IMACDs or other Changes	X		
Verify, validate, and remediate all data feed integration and imports into the Asset Management Database	X		
Make manual updates based on error report analysis from data integration and imports	X		
Provide the initial Asset Management for hardware devices under Asset Management control and scope		X	
Provide a project methodology that allows for hardware introduction approval and compliance prior to deployment		X	
Reconcile Asset Management inventory with CMDB	X		Reconciliation will occur via DSO integration to CMDB
Manage, store, and recover hardware provision contracts, and other required hardware information used to provide Services		X	
Approve procedures for allowing remote access into the in-scope managed and target infrastructure		X	
Provide business rules, target systems classification rules, change window details, and other required details in order to maintain the right level of deployment, maintenance and troubleshooting for the managed environment		X	
Implement Flexera and DSO into the State environment, including integrations to Cherwell and between Flexera and DSO	X		
Provide network firewall access for both DSO and Flexera		X	
Provide system access and the State SME for Cherwell Ticketing System to assist in creating CMDB interface to DSO		X	

7.3.2.3 Client (Desktop/Laptop) Hardware Asset Management

The following table identifies the Client Hardware Asset Management roles and responsibilities that NTT DATA and the State will perform:

Client (Desktop/Laptop) Hardware Asset Management			
Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Actively manage and track hardware support agreements for introduced End User hardware products	X		
Utilize Asset Management data to report End User hardware utilization details	X		
Use Asset Management inventory to recommend refreshes on supported End User Equipment	X		
Associate End User systems with accounting codes	X		
Track system locations including inventory stock	X		
Review data variance occurrences as a continual process improvement initiative in order to minimize future occurrence and capture more accurate data	X		
Routinely import lease data and associate with existing asset records	X		
Routinely import warranty data and associate with existing asset records	X		

7.3.2.4 Lifecycle Audit Support

The following table identifies the lifecycle audit support roles and responsibilities that NTT DATA and the State will perform:

Lifecycle Audit Support Responsibilities			
Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Assist the State with Third-Party hardware vendor audits, industry-compliance reviews and true-ups	X		
Perform asset level audit (validate lost/stolen, non-deployed, off-network) and provide data in support of industry compliance audits	X		
Perform data level accuracy audit	X		
Gather data and provide reporting inputs in support of the State's industry compliance audits	X		
Create and implement remediation plans based on audit findings	X		

7.3.2.5 Hardware Asset Management Reporting

NTT DATA will use standard reports to monitor utilization of system, identify unused components that can be reallocated, or existing or potential over-usage that needs to be remedied.

The following table identifies the Hardware Asset Management reporting roles and responsibilities that NTT DATA and the State will perform:

Hardware Asset Management Reporting Responsibilities			
Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Provide Annual Forecast of State equipment acquisitions		X	
Perform all activities for creating the Hardware Asset Management Lifecycle agreed reports within the agreed timeframe and with the agreed periodicity	X		
Maintain reporting creation Process and Procedure Guide	X		
Provide Hardware Asset Lifecycle reports (device type, location, employee, and asset status)	X		
Maintain and update reports for decommissioned equipment	X		
Advise customers in a timely manner of any action required to maintain compliance	X		

NTT DATA will provide the following reports on a monthly basis:

- Count of Assets by Location
- Leased Hardware – leased Supported Hardware that has gone to a post-lease and month-to-month status
- Hardware Inventory Exception – list of Supported Hardware where location and status are no longer available in the Asset Management System
- Refresh Master List – list of all Supported Hardware eligible for refresh in a given year
- Hardware Disposal Report – Supported Hardware to be scheduled for disposal or replacement

General service management reports and Asset Management services specific reports shall be made available to the State no earlier than 30 days post NTT DATA Assumption of Service.

7.3.2.6 Quality Assurance Review

NTT DATA will schedule and facilitate a review with the State on a quarterly basis. The agenda of the Quality Assurance review will consist of the information as specified in the following table:

Quality Assurance Review Responsibilities			
Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Review data reports and provide QA analysis on provided data	X		
Review QA analysis and work with the State to identify appropriate actions and updates	X		
Review individual QA reports on data feed and outputs	X		
Participate in quarterly meetings	X	X	

7.3.2.7 Flexera Agent Deployment Support

The following table identifies the Flexera agent deployment support roles and responsibilities that NTT DATA and the State will perform:

Flexera Agent Deployment Responsibilities			
Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Configure, install, maintain, and update the Flexera or SCCM agent on the target systems	X		
Maintain and update the target systems list for Flexera deployment based on customer inputs	X		
Maintain Inventory Collection Engine of laptops and desktops	X		
Provide escalation management for vendor support inclusion into RCA and advanced troubleshooting of Flexera Deployments	X		
Provide, maintain, and update the target systems list for Flexera deployment		X	
Approve procedures for allowing remote access into the in-scope managed and target infrastructure		X	
Configure access settings for remote control and remote deployment	X		
Provide business rules, target systems classification rules, change window details and other required details in order to maintain the right level of deployment, maintenance and troubleshooting for the managed environment		X	

7.3.3 Software Asset Management Services

NTT DATA's ITAM service shall include the software asset lifecycle management service focused on enabling management and visibility of IT and business software assets data elements from planning through disposal.

The scope of service will include the utilization of the State owned and NTT DATA provided discovery and asset management tools, together with ITIL and IAITAM methodologies for ITAM services delivery provides a wide range of asset management services and best practices.

7.3.3.1 ITAM Program Management and Delivery

The following table identifies the ITAM program management delivery roles and responsibilities that NTT DATA and the State will perform:

ITAM Program Management and Delivery Responsibilities			
Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Provide a SPOC to serve as the liaison to the NTT DATA to assist in the execution of the service		X	
Participate in process improvement and sponsor the execution of bilaterally adopted policy or	X		

ITAM Program Management and Delivery Responsibilities			
Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
process changes that require change within the State's organization			
Participate and represent NTT DATA ITAM practice in State ITAM meetings, PMO Meetings, and procurement meetings	X		
Establish and maintain the Asset Management inventory of all utilized End User software titles	X		
Coordinate and collaborate with the State in order for the Supplier to obtain information with respect to software products and titles introduced into the State's environment	X		
Provide a Project Methodology that allows for software titles introduction approval and compliance prior to deployment	X	X	
Maintain and update SOP documentation for the software lifecycle management service delivery	X		
Evaluate Asset Management delivery effectiveness and performance, recommend and, subject to the State's approval, implement Changes to Asset Management based on such evaluation	X		
Provide explicit list of all included physical locations subject to ITAM service delivery		X	
Provide explicit list of software titles to be managed with associated documentation		X	
Provide any existing inventory records, purchase orders, or equipment tracking data		X	
Provide software contracts – vendor maintenance support information including serial numbers, start/stop of maintenance renewals, and current vendor SLAs		X	
Provide NTT DATA with access to appropriate the State personnel necessary to support deployment of the Services by NTT DATA		X	
Access to required resources including but not limited to procurement, finance, IT Services, infrastructure, disposition, and State of Oklahoma End User Architects		X	
Implementation of any agreed revised business policies and procedures to enable a successful Asset Management delivery function		X	
Provide End User contact information when necessary		X	
Participate in process improvement and sponsor the execution of bilaterally adopted policy or		X	

ITAM Program Management and Delivery Responsibilities			
Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
process changes that require change within the State's organization			
Utilize Asset Management data to maintain software usage compliance, including contract management and proper usage.		X	

7.3.3.2 Data Feed Processing and Management

NTT DATA's provided Asset Management data feed processing and management process will consist of the following activities or processes:

- Initial entry and updates, through several methods
- Procurement/purchasing process
- Automated discovery via current tool set
- Change/request management processes
- Physical inventory
- Changes and validation
- IMACD requests
- Monthly reconciliation process

Electronic inventory and management of infrastructure components will be executed utilizing the State provided/NTT DATA provided data collection toolset.

The following table identifies the data feed processing and management roles and responsibilities that NTT DATA and the State will perform:

Data Feed Processing and Management Responsibilities			
Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Implement and manage the process to capture initial data of all information for software titles introduced in the State's IT environment by Suppliers	X		
Coordinate and collaborate with the State for Supplier to obtain information with respect to software titles introduced into the State's environment	X		
Validate the software title list details with a defined State point of contact to interface with business units at each technology center as well as remote sites	X		
Update records in the Asset Management Inventory as a result of IMACDs or other Changes	X		
Verify, validate, and remediate all data feed integration and imports into the Asset Management Database	X		

Data Feed Processing and Management Responsibilities			
Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Make manual updates based on error report analysis from data integration and imports	X		
Provide the initial Asset Management for software titles under Asset Management control and scope		X	
Provide a project methodology that allows for software titles introduction approval and compliance prior to deployment		X	
Reconcile Asset Management inventory with CMDB	X		
Manage, store, and recover software provision contracts, and other required software titles related information used to provide Services		X	
Approve procedures for allowing remote access into the in-scope managed and target infrastructure		X	
Provide business rules, target systems classification rules, change window details, and other required details in order to maintain the right level of deployment, maintenance, and troubleshooting for the managed environment.		X	

7.3.3.3 Client (Desktop/Laptop) Software Asset Management

The following table identifies the client Software Asset Management roles and responsibilities that NTT DATA and the State will perform:

Client (Desktop/Laptop) Software Asset Management Responsibilities			
Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Actively manage and track software support agreements for introduced End User software products	X		
Utilize Asset Management data to report End User software utilization details	X		
Associate End User systems with accounting codes	X		
Review data variance occurrences as a continual process improvement initiative in order to minimize future occurrence and capture more accurate data	X		

7.3.3.4 Lifecycle Audit Support

The following table identifies the lifecycle audit support roles and responsibilities that NTT DATA and the State will perform:

Client (Desktop/Laptop) Software Asset Management Responsibilities			
Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Assist the State with Third-Party software vendor audits, industry-compliance reviews and true-ups	X		
Perform asset level audit (validate Lost/Stolen, non-deployed, off-network) and provide data in support of industry compliance audits	X		
Perform data level accuracy audit	X		
Gather data and provide reporting inputs in support of the State industry compliance audits	X		
Create and implement remediation plans based on audit findings	X		

7.3.3.5 Software Asset Management Reporting

NTT DATA will use standard reports to monitor utilization of system, identify unused components that can be reallocated or existing or potential over-usage that needs to be remedied

The following table identifies the Software Asset Management reporting roles and responsibilities that NTT DATA and the State will perform:

Software Asset Management Reporting Responsibilities			
Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Provide annual forecast of the State software titles acquisitions based on information available to State		X	
Perform all activities for creating the Software Asset Management Lifecycle agreed reports within the agreed timeframe and with the agreed periodicity	X		
Maintain reporting creation Process and Procedure Guide	X		
Maintain and update reports for software products uninstalled	X		
Advise customers in a timely manner of any action required to maintain compliance	X		
Report availability and deployment of all software licenses in the environment to the State on a regular basis in comparison to the associated contract levels	X		
Report compliance with software vendors as defined in the services interface guide (SIG)	X		

NTT DATA will provide the following reports on a monthly basis.

- Effective License Position – software licenses with installation consumption counts; used to identify over-utilized and under-utilized licenses

- Inventory Report – application installs at the detailed level (e.g., machine, application)
- Prohibited Software Report – applications currently found in the environment that are strictly prohibited, as defined by the State
- Renewals Report – software licenses that are not perpetual and set to expire within 30 days of the report date or software maintenance that is set to expire within 30 days of the report date
- Unlicensed Applications Report – applications currently found in the environment that are not associated with a license; includes all license types

General service management report and Asset Management-specific reports shall be made available to the State no earlier than 30 days post NTT DATA Assumption of Service for the Services.

7.3.3.6 Quality Assurance Review

NTT DATA will schedule and facilitate a review with the State on a quarterly basis. The agenda of the quality assurance review will consist of the information as specified in the following table:

Software Asset Management Quality Assurance Review Responsibilities			
Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Review Data Reports and provide QA analysis on provided data	X		
Review QA analysis and work with the State to identify appropriate actions and updates	X		
Review individual QA reports on data feed and outputs	X		

7.3.3.7 License Optimization Support

NTT DATA's Software Asset Management team will assess the State's existing software portfolio and will identify opportunities to better utilize existing investments, mitigate compliance issues in advance (to avoid audit settlements) and consult on negotiating enterprise agreements.

The following table identifies the License Optimization support roles and responsibilities that NTT DATA and the State will perform:

Software License Optimization Support Responsibilities			
Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Provide license payment schedule review for Client's introduced software products	X		
Provide analysis and recommendations on existing software licensing usage	X		
Provide low cost alternative analysis and recommendations on the existing software licensing usage	X		
Report on the availability of spare/non-utilized licenses	X		
Provide Software Metering Tracking by monitoring software application launch times and	X		

Software License Optimization Support Responsibilities			
Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
provide inputs into license recycling and or software buying processes			
Work with State Engineering to perform software license harvesting activities so that only used software, within the agreed period, remains on the IT estate	X		
Perform What-If Analysis on existing software license model to identify and propose license optimization mechanisms	X		

7.3.3.8 Software Metering and Harvesting Support

The overall objective of software metering is to support the reclaiming or, avoidance of new license acquisition, thus supporting cost reduction efforts.

Software harvesting represents the discovery of existing software usage for compliance and re-use assessment purposes, in order to reassign the existing titles based on their “idle” or “non-used” status.

The outcome of the software harvesting process is the identification and removal of unused and underutilized software. This process helps to provide calculable ROI on license title usage, enables potential software reuse throughout the Enterprise and protects against audits and fines.

The software harvesting process relies on four major, pre-defined steps:

- Software Asset Management team determines the target list for removal based on non-use reports, by application.
- The removal script is built and tested for accuracy.
- The targeted End Users are notified via email, usually two weeks before the software product is targeted for removal via automated script.
- The script is executed, and reporting is produced in order to reveal success rates.

If, during the removal process, issues are encountered (inability to remove software product due to technical issues), the Asset Management delivery team will escalate to enable a manual removal of the software product, usually through Service Desk or Field Services Incident management processes.

The following table identifies the software metering and harvesting support roles and responsibilities that NTT DATA and the State will perform:

Software Metering and Harvesting Support Responsibilities			
Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Provide Software Metering Tracking by monitoring software application launch times and provide inputs into license recycling and or software buying processes	X		
Provide approval for software licensing targeted for harvesting		X	

Software Metering and Harvesting Support Responsibilities			
Tasks Activities and Responsibilities	NTT DATA	The State	Comments/Qualifiers
Identify candidate licenses for harvesting	X		
Perform software license harvesting activities so that only used software within the agreed period remains on the IT estate	X		
Upon State approval, harvest licenses and repopulate the license counts for future reallocation to new software requests.	X		

7.4 Out-of-Warranty/Out-of-Support – Asset Management Services

This SOW does not include the provision of Support Services on the State owned or leased out-of-warranty/out of vendor support for End User devices and software.

7.5 Out-of-Scope Services

Any activity that adds scope, scale, features, requires staffing over the post-transition baseline, or departs from the catalog of standard service provided must be managed as a project outside of the baseline services as identified in this SOW.

7.6 Additionally, the Parties Agree the Following Activities Are Out of Scope for This Contract:

- Support for problems caused by Authorized Users or third parties loading unauthorized hardware or software beyond initial problem identification
- Support for Authorized Users' personally owned computers hardware and software
- Support for PCs, software, and peripherals owned by external entities and Third-Party contractors

8. Employee Experience Services

8.1 Scope of Service

NTT DATA will provide, as further described and within the defined parameters provided below in this SOW, the following Employee Experience Assessment services under this SOW (the “Service(s)”):

- Evaluation of the Client’s employee experience with applicable NTT DATA Dynamic Workplace Services (such as NTT DATA’s Workplace Transformation and Consulting Services, where in-scope)
- Development of recommendations for the Client, based on opportunities uncovered by such evaluation, to better meet employee expectations and create a more employee-centric service experience. Such recommendations may include the incorporation of fundamentals of service design and design thinking into the delivery of user touchpoints (for example, using a mobile application to create a Service Desk ticket)
- Other services conducted and provided over the course of certain phases: Discover, Analysis, and Recommend, as further described below in this SOW.

8.1.1 Parameters

Parameter	Description
Total number of employees	30,015
Number of workshops with key stakeholders	5-7
Number of one-to-one (1:1) interviews with End Users	20-35
Line of businesses in scope	Number of Agencies in scope will influence timeline only if they are provided different levels of service or unique types of service.
NTT DATA Dynamic Workplace Services in Scope	<ul style="list-style-type: none"> • The Services under this SOW pertain only to those NTT DATA Dynamic Workplace Services (DWS). • The number of DWS services that are in scope dictates the timeline and cost for developing a final outcome with recommendations.

The Services are based on the above parameters and the terms of this SOW. The Employee Experience Assessment Service contains the following activities and outcomes:

- Facilitate workshop with stakeholders to uncover the current state of services/business in scope from a business and process perspective
- Define desired business outcomes
- Conduct walkthroughs of each workplace service in scope including all digital self-service channels, IVRs, contact center scripts, etc.

- Conduct 1:1 research session with actual employees using the workplace services to uncover current pain points, expectations, and opportunities for improvement
- Analyze findings from business and employee discovery
- Create recommendations for service experience improvements, quick hits, prioritization, and future state vision of the employee's service experience
- Conduct stakeholder workshop to define future next steps

Outcomes consist of the following:

- Current state discovery documentation
- Research findings of employee pain points, expectations, and needs related to the services in scope
- Prioritized areas for improvement and recommendation

Any implementation as a result of the assessment and recommendations is out of scope of this SOW and will require a separate SOW.

8.2 Phases

The following base and optional phases in the Service are described in further detail in this SOW.

Phases	Description
Discover	NTT DATA will work with State stakeholders to confirm project objectives, establish the work plan that will drive subsequent project activities, conduct discovery workshops, plan interviews and data gathering working sessions, and support recruiting activities. The NTT DATA team will work with the State to identify applicable stakeholders ahead of assessment.
Analysis	NTT DATA will conduct 1:1 employee research sessions then analyze the outcomes alongside data gathered during the Discover phase. These outcomes will help determine the current state of business processes, employee experience, pain points, and future opportunities.
Recommend	NTT DATA will work closely with OMES stakeholders to create the aspirational vision for employee experience, in consideration of defined business objectives, opportunities, and risks. Through facilitated working sessions in collaboration with OMES stakeholders, NTT DATA will provide recommendations for a future state service experience.

8.2.1 Phase 1: Discover

In Discover, NTT DATA will work with State stakeholders to confirm project objectives, establish the work plan that will drive subsequent project activities, conduct discovery workshops, plan interviews and data gathering working sessions, and support recruiting activities. The NTT DATA team will work with the State to identify a final agreed list of applicable Agency stakeholders ahead of assessment. Example: required attendees for the workshops and stakeholder interviews may include:

- State Stakeholders and Leadership
- Agency Stakeholders and Leadership
- Service Desk Manager, Service Operations Stakeholders

- HR, Learning and Development, Training Stakeholders
- Organizational Change Management and Communications Stakeholders

Goals:

- Obtain mutual alignment around assessment scope and objectives for the Employee Experience Assessment Services
- Perform current state business and technology knowledge transfer
- Plan and recruit for research sessions
- Conduct service channel walkthroughs

Activities:

- Identify documentation for review
- Facilitate workshop with stakeholders to uncover the current state of services in scope from a business and process perspective, and define desired business outcomes
- Conduct walkthroughs of each workplace service in scope that may include digital self-service channels, IVRs, and contact center scripts

Outcomes:

- Current state model
- Future state goals

8.2.2 Phase 2: Analysis

During Analysis, the NTT DATA team will conduct 1:1 employee research sessions, then analyze the outcomes alongside data gathered during Discovery. These outcomes will help determine the current state of business processes, employee experience, pain points, and future opportunities.

Goals:

- Uncover employee experience service pain points, expectations, and needs
- Identify opportunities for improvements to IT service experience
- Employee research outcomes alongside business and service channel discovery outcomes

Activities:

- Conduct 1:1 research sessions with employees using services/business in scope to uncover current pain points, expectations, and opportunities for improvement
- Create high-level debrief of current state findings

Outcomes:

- Current state findings with pain points, expectations, gaps, and opportunities

8.2.3 Phase 3: Recommend

In Recommend, the NTT DATA team will work closely with Client stakeholders to create the aspirational vision for the employee experience, in consideration of defined business objectives, opportunities, and risks. Through facilitated working sessions, in collaboration with Client stakeholders, NTT DATA will provide recommendations for a future state service experience including:

- Overarching future service attributes
- Audience definition/high level personas for whom the service(s) is being designed
- Recommendations for future state improved services, and outline of key components that make up that service experience

Goals:

- Develop recommendations for future service improvements
- Determine actionable next steps to realize business outcomes

Activities:

- Develop recommendations report
- Create next steps
- Deliver executive presentation

Outcomes:

- Detailed employee experience recommendations including: quick hits, prioritization, future state service vision, and next steps. The final report provided as a part of the Recommend phase should serve as the blueprint for IT employee experience transformation – guiding decision-making processes and aligning stakeholders based on actual employee needs and behaviors. Components of the experiences and impacted technologies/groups would be outlined, enabling the business to create a clear implementation plan.

8.3 Service Hours

NTT DATA will provide Service Support during regular business hours.

8.4 Service Delivery Locations

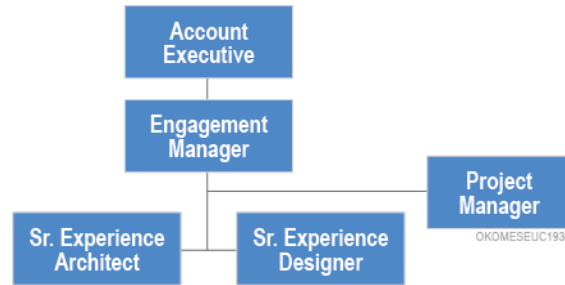
The Employee Experience Assessment Service is a service provided remotely from NTT DATA locations with key meetings on-site with the State at the State location. NTT DATA will work with the State to mutually determine the travel requirements for on-site workshops and/or meetings.

8.5 Service Management and Governance

NTT DATA and the Client will jointly implement and operate a governance process to address any changes requested to the Services. The governance team structure is comprised as follows:

NTT DATA Team	Client Team
Account Executive	Executive Sponsor
Engagement Manager	Project Sponsor
Project Manager	Project Manager
Sr. Experience Architect and Designer	Project Stakeholders

NTT DATA Team Structure



8.6 Transition

There are no transition services in Employee Experience Assessment Services.

8.7 Personnel Job Titles

The following job titles are indicative of the NTT DATA personnel who will be assigned to support an Employee Experience Assessment Services engagement:

- Engagement Manager/Employee Experience SME
- Senior Experience Architect
- Senior Experience Designer
- Project Manager

8.8 HIPAA Compliance (United States only)

If needed by the State for its regulatory compliance, NTT DATA will support the State's HIPAA compliance requirements from all Service locations. All NTT DATA support personnel are trained in HIPAA compliance policies on an annual basis. No HIPAA data is asked for or recorded by NTT DATA in performance of the Services.

8.9 State Responsibilities

Any and all State responsibilities reflected throughout this SOW shall be provided by the State at no charge to NTT DATA. NTT DATA shall be released from its obligations to perform the Services to the extent it is so impacted by any failure (whole or partial) by the State to perform its responsibilities under this SOW.

8.9.1 General Client Responsibilities

Authority to Grant Access. The State represents and warrants that it has obtained permission for both the State and NTT DATA to access and use, whether remotely or in-person, State-owned or licensed software, hardware, systems, the data located thereon and all hardware and software components included therein, for the purpose of providing these Services. If the State does not already have that permission, it is the State's responsibility to obtain it, at State expense, before NTT DATA performs these Services. The State shall defend, indemnify, and hold NTT DATA harmless from any Third-Party claim or action arising out of the State's failure to provide such authorization (such as obtain appropriate licenses, intellectual-property rights, or any other permissions, regulatory certifications, or approvals associated with technology, software, or other components).

Client Cooperation. The State understands that without prompt and adequate cooperation, NTT DATA will not be able to perform the Services or, if performed, the Services may be materially altered or delayed. Accordingly, the State will promptly and reasonably provide NTT DATA with all cooperation necessary for NTT DATA to perform the Services. If the State does not provide reasonably adequate cooperation in accordance with the foregoing, NTT DATA will not be responsible for any failure to perform the Services.

Third-Party Warranties. These Services may require NTT DATA to access hardware or software that is not manufactured by NTT DATA. Some manufacturers' warranties may become void if NTT DATA or anyone else other than the manufacturer works on the hardware or software. The State will verify that NTT DATA's performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to the State. NTT DATA does not take responsibility for Third-Party warranties or for any effect the Services may have on those warranties.

8.9.2 Specific State and NTT DATA Responsibilities

The following RACI table defines responsibilities of the parties with respect to the Services. To the extent that any terms of the RACI chart below conflict with any other section of this SOW, the terms of the RACI will prevail.

In the below tables the R, A, C, I acronyms will have the following definitions:

R: Those who are assigned the “Responsible” level of responsibility are those that do the work to achieve the task

A: Those who are assigned the “Accountable” level of responsibility are those that are ultimately answerable for the correct and thorough completion of the outcome or task

C: Those who are assigned the “Consulted” level of responsibility are those whose opinions are sought during the work to complete the task or outcome, or who help to review the result of the work to verify it meets the necessary goals

I: Those who are assigned the “Informed” level of responsibility have no required work to support a task or outcome, but are usually kept up-to-date on work progress

Ref	Task	NTT DATA	The State
1	Scheduling project workshops and stakeholder interviews throughout the engagements	R/A	A
2	Conducting and moderating project workshops and stakeholder interviews throughout the engagement	R/A	C/I
3	Recruiting individual employees for research sessions and scheduling research sessions	C	R/A
4	Conducting employee research sessions	R/A	I
5	Conducting service channel walkthroughs	R/A	R
6	Creating findings debrief and leading debrief readout	R/A	C/I
7	Creating recommendations documentation and leading recommendations readout	R/A	C/I

8.10 Pre-Requisites, Dependencies, Assumptions

- The State will ensure availability of all business and technical personnel, SMEs, and specialists for workshops, interviews, and project meetings according to mutually agreed schedules during the engagement and provide all information that may be necessary for the engagement.
- The State will provide the NTT DATA team, for the duration of their stay on site, with the necessary access and privileges to use the State's infrastructure, computing and communication resources, independent seating place, computer time, media, and other office facilities.
- The State will provide a single point of contact to assist the NTT DATA project manager in scheduling, administrative tasks, Kickoff communications, coordinating stakeholder availability and responsiveness, and ensuring State dependencies are met across the timeline/project plan
- Duration of employee interviews are assuming a specific number of unique employee personas or profiles to be represented in research.
- Employee interviews will be conducted remotely via NTT DATA online conferencing tools. Interviews will be approximately 60 minutes each, conducted individually with employees.
- OMES will lead identification of employees for research and scheduling of interviews during the Discover phase.
- The State acknowledges and agrees that the confidentiality and ownership of all outcomes provided under this SOW shall be subject to the terms of the Contract. To the extent there is any NTT DATA intellectual property embedded in any particular outcome, NTT DATA hereby grants to the State a non-exclusive, royalty-free, perpetual, irrevocable, transferable, fully paid-up, world-wide license to use such NTT DATA intellectual property solely as may be required or needed, enabling the State to use the outcomes in support of the business and operations of the State. The State shall not market, license, sell or otherwise commercially exploit any NTT DATA intellectual property licensed hereunder as a product offering of the State, nor shall the State separate the NTT DATA intellectual property from its incorporation as a part of the outcome or reverse engineer the NTT DATA intellectual property.

8.11 Out of Scope

For the avoidance of doubt, among the items that are out of the scope of this SOW are the following:

- Any Design and Development of Applications/UI – Employee Experience Assessment Services do not include design and development of any individual applications.
- Employee Experience KPI Measurement – Evaluating existing metrics and measurements environment and developing a framework for aggregating data into a quantitative automated Employee Experience measurement framework.
- Service Delivery Model Recommendations – Evaluating the ITSM processes, platform, tools, and organizational maturity that enable the employee experience and providing technical recommendations for how to create a target employee experience.

8.12 Reporting

The NTT DATA Engagement Manager or Project Manager will submit weekly status reports for all phases. Reports will be delivered to the OMES Project Manager and Project Sponsor as well as additional stakeholders as necessary. The reporting obligations described herein shall only be provided by NTT DATA for Services performed under a fixed-price billing arrangement.

8.13 Dynamic Workplace

NTT DATA's Dynamic Workplace Services consist of the following service offerings, each of which are designed to be ordered and provided on either a stand-alone or combined basis. The following is a list as of the effective date and may be updated from time to time.

Dynamic Workplace Service	Brief Description
Automated Omni-Channel User Support	Advanced Service Desk, self-help, persona-based support, virtual assistant, chatbots, and mobile apps
AI Based Advanced Analytics	Workplace performance user-experience analytics and proactive care
Expert Device Support	Field Services, walk-up kiosks, IT Vending Machines, self-healing methodologies, and automated inventory management
Workplace Platform Management	Hardware lifecycle asset management, virtualization, endpoint management, software asset management, custom/legacy solution management, and integrated security
Unified Communication and Collaboration	Unified communication, collaboration platforms, document management platforms, enterprise social, and Office 365
Workplace Transformation and Consulting	Migration, transformation, change management and adoption, and infrastructure consulting

9. Organizational Change Management (OCM)

9.1 Organizational Change Management (OCM) Approach

NTT will provide the State of Oklahoma with a structured OCM methodology, framework, and approach. We will focus on tailoring our OCM methodology to the communication needs of the State; no two organizational cultures or organizational changes are the same. The values we will bring to the State of Oklahoma are expertise, experience, and existing OCM methods. This provides us the ability to flex, adapt, and integrate our best practices with your culture and environment.

The core of our OCM approach is to move employees through four phases of change - awareness, understanding, acceptance, and commitment - to reduce overall disruption. The better prepared employees are for the upcoming process and technology changes, the greater the commitment to the new tools, services, and processes.

NTT DATA's Organizational Change Management engagement will commence during the Transition Phase and will continue for a period of seven (7) months.

9.1.1 OCM Focus Area #1: Vision and Value Definition

The first change area of our OCM Plan for the State's Device-as-a-Service initiative is the creation of, and alignment to, project vision and expected business benefits. The vision of a project should align with the overall organization's vision, supporting specific business change cases. With a clear vision, we can better support communication activities, which validate the expected project benefits, and help the State of Oklahoma realize the path to expected business value.

Activities	Deliverables
<ul style="list-style-type: none"> Review State's current business objectives, vision, and business case Engage the project sponsors to develop a vision statement 	<ul style="list-style-type: none"> Vision Statement Business Value Definition

9.1.2 OCM Focus Area #2: Communication

The second change area of our OCM Plan for the State of Oklahoma is consistent and pervasive communication. NTT uses various channels and vehicles to provide the most effective and impactful messaging possible. Well-managed communication influences opinions, mitigates fear, and supports the overall project goals.

Activities	Deliverables
<ul style="list-style-type: none"> Identify the common and unique communication characteristics of all affected audiences Create a Communication Plan for distributing information to all affected audiences across all locations Monitor communication effectiveness and overall readiness/adoption Make regular additions and updates to the Communication Plan as feedback is received and change impacts are better understood 	<ul style="list-style-type: none"> Communication Plan Execute the Communications Plan, delivering the right messages to the right audiences at the right time supporting end users along the change curve from Awareness to Understanding, to Acceptance and finally to Commitment Coordinate and hold communication events (e.g., town hall, lunch 'n learn, demo) Readiness and adoption results

9.1.3 OCM Focus Area #3: User Documentation

Adult learning encompasses both technical know-how (e.g., how to get support when you have a problem) as well as business process acumen (e.g., how you, as an employee, incorporate

new processes and services into your daily work life). NTT DATA will create the necessary documentation to support the changes made to processes and services.

Activities	Deliverables
<ul style="list-style-type: none"> Analyze the difference in as-is vs. to-be processes Define the documentation requirements for impacted end-user audiences Create all required documentation (e.g., presentations, job aids) Deliver in-person and virtual training sessions on new processes and technology 	<ul style="list-style-type: none"> Training Plan Training Documentation Training Delivery End-User Support

9.2 Specific State and NTT DATA Responsibilities

The following RACI table sets forth responsibilities of the parties with respect to the Services. To the extent that any terms of the RACI chart below conflict with any other section of this SOW, the terms of the RACI will prevail. In the below table the R, A, C, I acronyms will have the following definitions:

R: Those who are assigned the “Responsible” level of responsibility do the work to achieve the task

A: Those who are assigned the “Accountable” level of responsibility are those that are ultimately answerable for the correct and thorough completion of the outcome or task

C: Those who are assigned the “Consulted” level of responsibility are those whose opinions are sought during the work to complete the task or outcome, or who help to review the result of the work to verify it meets the necessary goals.

I: Those who are assigned the “Informed” level of responsibility have no required work to support a task or outcome, but are usually kept up-to-date on work progress

It is important for both parties to recognize that OCM work is collaborative and unique to both the culture of the organization undergoing change and the nature of that change. It is not work that is done “by” a partner or vendor “to” a client. It is work that is collaboratively planned, designed and executed to support the achievement of the business objectives of the change initiative.

Activity	NTT DATA	The State
Identification of key State stakeholders for the OCM workstream and will ensure commitment and availability of those stakeholders to participate in OCM related activities as described above.	C	R, A
Ensuring commitment and availability of State resources to carry out OCM activities such as approval and distribution of communications, scheduling stakeholder working sessions, meetings and/or interviews, scheduling communications related events, and the like.	C	R, A
Development and execution of deliverables captured above:		
Vision Statement and Business Value Definition	R, A	C
Communication Plan Development and iteration	R, A	C
Communication Plan Execution	R, A	R, C
Obtain and analyze adoption results	R, A	C

Activity	NTT DATA	The State
Training Plan	R, A	C
Training Documentation	R	R, A
Training Delivery	R	R, A
End-User Support	R, A	C

10. Service Level Agreements (SLAs)

NTT DATA's Service Level Agreements (SLAs) are presented in the following attachments to this SOW:

- Attachment A1: OK EUC Service Levels Key Measurements Targets.xls.
- Attachment A2: OK EUC Priority and Service Level Definitions.doc

11. Rates/Charges

NTT DATA's Rates and Charges are presented in the following attachment to this SOW:

- Attachment B1 – OK EUC Rates and Charges_NTT DATA
- Attachment C1 – OK Pricing



End User Computing Devices Support - DAAS

Contract Between
State of Oklahoma - Office of Management & Enterprise Services

and

NTT DATA, Inc.

Exhibit A-1
Service Level Matrix

Month DD, YYYY

Service Level Matrix

At-Risk Amount	6.00%
Pool Percentage Available for Allocation	300%

Ref	Service Level Categories	Stabilization Period	Expected	Minimum	Measurement Window	SLA Type	Allocation	% of Invoice
SLA 1.0. Response Time	Time for Initial Response to End-User	Stabilization Period	Expected	Minimum	Measurement Window	SLA Type	Allocation	% of Invoice
SLA_1.1	Critical (Priority 1) Response – Local with state fiber (LF)	Post-Pilot + 90 days	<= 15 min / 98% of Tkts	<= 15 min / 95% of tkts	Monthly	SL	7.0%	0.4200%
SLA_1.2	Critical (Priority 1) Response – Remote with no state fiber (RNF)	Post-Pilot + 90 days	<= 15 min / 98% of Tkts	<= 15 min / 95% of tkts	Monthly	SL	6.0%	0.36%
SLA_1.3	High (Priority 2) Response	Post-Pilot + 90 days	<= 2 hr / 95% of Tkts	<= 2 hr / 90% of tkts	Monthly	SL	5.0%	0.30%
SLA_1.4	Medium (Priority 3) Response	Post-Pilot + 90 days	<= 6 hrs / 90% of Tkts	<= 8 hr / 90% of tkts	Monthly	SL	4.0%	0.24%
SLA_1.5	Low (Priority 4) Response	Post-Pilot + 90 days	<= 6 hrs / 90% of Tkts	<= 8 hr / 90% of tkts	Monthly	SL	2.0%	0.12%
SLA 2.0. Resolve Time	Time to Resolve Issue for End-User	Stabilization Period	Expected	Minimum	Measurement Window	SLA Type	Allocation	% of Invoice
SLA_2.1	Critical (Priority 1) Response – Local with state fiber (LF)	Post-Pilot + 90 days	<= 4 hours / 98% of Tkts	<= 4 hours / 95% of tkts	Monthly	SL	22.0%	1.32%
SLA_2.2	Critical (Priority 1) Response – Remote with no state fiber (RNF)	Post-Pilot + 90 days	<= 8 hours / 98% of Tkts	<= 8 hours / 95% of tkts	Monthly	SL	17.0%	1.02%
SLA_2.3	High (Priority 2) Response	Post-Pilot + 90 days	<= EoBD / 95% of Tkts	<= EoNBD / 90% of tkts	Monthly	SL	15.0%	0.90%
SLA_2.4	Medium (Priority 3) Response	Post-Pilot + 90 days	<= 3 BD / 95% of Tkts	<= 3 BD / 90% of tkts	Monthly	SL	12.0%	0.72%
SLA_2.5	Low (Priority 4) Response	Post-Pilot + 90 days	<= 5 BD / 95% of Tkts	<= 5 BD / 90% of tkts	Monthly	SL	10.0%	0.60%
SLA 3.0. Warranty	Field Services Response Time	Stabilization Period	Expected	Minimum	Measurement Window	SLA Type	Allocation	% of Invoice
SLA_3.1	Break/Fix & Warranty	Post-Pilot + 90 days	>=90% within 4 hours	>=85% within 4 hours	Monthly	SL	20.0%	1.20%
SLA_3.2	MACD Request	Post-Pilot + 90 days	>=90% within 8 business hours	>=85% within 8 business hours	Monthly	SL	10.0%	0.60%
SLA 4.0. Warranty	Field Services Resolve Time	Stabilization Period	Expected	Minimum	Measurement Window	SLA Type	Allocation	% of Invoice
SLA_4.1	Break/Fix & Warranty - Single User Non-VIP	Post-Pilot + 90 days	>=90% completed NBD by noon ¹	>=85% completed by NBD by noon ¹	Monthly	SL	15.0%	0.90%
SLA_4.2	MACD Request - 1 to 9 Users	Post-Pilot + 90 days	>=90% completed within 3 BD or as scheduled by user	>=85% completed within 3 BD or as scheduled by user	Monthly	SL	10.0%	0.60%
SLA 5.0. Contact Center	Average Speed to Answer Rate / Abandon Rate	Stabilization Period	Expected	Minimum	Measurement Window	SLA Type	Allocation	% of Invoice
SLA_5.1	Average Speed to Answer (phone)	Post-Pilot + 90 days	<= 60 seconds	<= 60 seconds	Monthly	SL	40%	2.40%
SLA_5.2	Average Speed to Answer (chat)	Post-Pilot + 90 days	<= 120 seconds	<= 120 seconds	Monthly	SL	30%	1.80%
SLA_5.3	Average Speed to Answer (email)	Post-Pilot + 90 days	<= 30 minutes	<= 30 minutes	Monthly	SL	10%	0.60%
SLA_5.4	Call Abandon Rate (phone)	Post-Pilot + 90 days	<= 5%	<= 5%	Monthly	SL	5%	0.30%
SLA 6.0. Contact Center	First Contact Resolution Rate	Stabilization Period	Expected	Minimum	Measurement Window	SLA Type	Allocation	% of Invoice
SLA_6.1	First Call Resolution	Post-Pilot + 90 days	>=70% (Promote to 75% by end of Year 1 of contract)	>=65% (Promote to 70% by end of Year 1 of contract)	Monthly	SL	30%	1.80%
SLA 7.0. Image Management	Creation of new image (base client environment)	Stabilization Period	Expected	Minimum	Measurement Window	SLA Type	Allocation	% of Invoice
SLA_7.1	Time to build and test new standard images (base client environment)	Post-Pilot + 90 days	>=98% of new images completed within 10 business days	>=95% of new images completed within 10 business days	Per Image / Upgrade Schedule	SL	30%	1.80%

Key Measurement Matrix

At-Risk Amount								
Pool Percentage Available for Allocation								
Ref	Service Level Categories	Stabilization Period	Expected	Minimum	Measurement Window	SLA Type	Allocation	% of Invoice
KM_1.0: Warranties - Problem Model or Component	Replacement of Problematic Models	Stabilization Period	Expected	Minimum	Measurement Window	SLA Type	Allocation	% of Invoice
KM_1.1	Replacement of problematic models or components: Number of Impacted models/components <= 100	Post-Pilot + 90 days	>=95% replacement within 2 weeks of confirmed problematic model or component	>=90% replacement within 2 weeks of confirmed problematic model or component	Per Occurrence	KM	NA	NA
KM_1.2	Replacement of problematic models or components: Number of Impacted models/components >=101	Post-Pilot + 90 days	As per client-approved plan	As per client-approved plan	Per Occurrence	KM	NA	NA
KM_2.0: Device Deployment	Time to Deploy a New Device	Stabilization Period	Expected	Minimum	Measurement Window	SLA Type	Allocation	% of Invoice
KM_2.1	Time to deliver new device to end user after receipt of request and confirmation of delivery details	Post-Pilot + 90 days	Metro Area: >=98% delivered to end-user within 72 hours or per end-user agreed schedule Non-Metro Area: >=98% delivered to end-user within 96 hours or per end-user	Metro Area: >=95% delivered to end-user within 72 hours or per end-user agreed schedule Non-Metro Area: >=95% delivered to end-user within 96 hours or per end-user	Monthly	KM	NA	NA
KM_3.0: Customer Satisfaction	End-User Satisfaction Score	Stabilization Period	Expected	Minimum	Measurement Window	SLA Type	Allocation	% of Invoice
KM_3.1	Percent of End User Responses Satisfied or Better	Post-Pilot + 90 days	>=90%	>=85%	Monthly	KM	NA	NA
KM_4.0: Application Packaging	Application Packaging Timelines	Stabilization Period	Expected	Minimum	Measurement Window	SLA Type	Allocation	% of Invoice
KM_4.1	End User Application Packaging - Simple. Time to complete package after receipt of all software and client requirements necessary to package the application	Post-Pilot + 90 days	>=95% complete in <= 10 days	>=90% complete in <= 10 days	As Requested	KM	NA	NA
KM_4.2	End User Application Packaging - Complex. Time to complete package after receipt of all software and client requirements necessary to package the application	Post-Pilot + 90 days	>=95% complete in <= 30 days	>=90% complete in <= 30 days	As Requested	KM	NA	NA
KM_5.0: Asset Management	Accuracy and Completeness of Asset Management Repository	Stabilization Period	Expected	Minimum	Measurement Window	SLA Type	Allocation	% of Invoice
KM_5.1	Completion & Accuracy of Defined Best Practice Fields based on 2% Sampling of All Hardware Assets	Post-Pilot + 90 days	1)Quarterly accuracy measure completed within three business days after the first business day of each calendar quarter 2)Asset inventory accuracy of Best Practice Fields (e.g.) location serial #, User, cost center, asset type) <=95%	1)Quarterly accuracy measure completed within five business days after the first business day of each calendar quarter 2)Asset inventory accuracy of Best Practice Fields (e.g.) location serial #, User, cost center, asset type) <=90%	Quarterly	KM	NA	

NTT DATA

**Attachment A2: Priority Levels and
Service Level Definitions
for the State of Oklahoma End User
Computing Services**

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1. Definitions of Priority Levels

This section sets forth metrics of the Priority Level classifications regarding support for Incident and Request tickets.

Priority Level 1 - Critical

(a) Definition: Priority Level 1 is defined as an Incident that results in, or as a request that, if not addressed, would imminently result in complete work stoppage for a large number of offices/locations statewide; an Incident that negatively affects or disables or as a request that, if not addressed, imminently and negatively affects or disables, a critical business process regardless of number of users affected; or a request or Incident that results or would result in work stoppage for a large number of individuals in multiple departments or locations.

(b) Examples:

- Major application problem (e.g., payroll, call center).
- Significant work disruption during critical periods (e.g. month-end processing).
- Security violations.
- Failure of multiple servers within a cluster.
- Large scale connectivity loss due to infrastructure device failure.
- Critical application problem vendor managed application.
- Critical event affecting other applications and services.

Priority Level 2 - High

(a) Definition: Priority Level 2 is defined as an Incident that impacts, or as a request that, if not addressed, would imminently impact an entire department or multiple users, key business function, single user in a key department, performance severely degraded, or VIP customer.

(b) Examples:

- Severe problem affecting more than 2 but less than 6 users.
- VIP requested support.
- Major data/database problem resulting from infrastructure device limitation or constraint.

Priority Level 3 - Medium

(a) Definition: Priority Level 3 is defined as an Incident that impacts, or as a request that, if not addressed, would impact a single user's productivity. Workaround may exist or problem is for non-business critical task.

(b) Examples:

- Problem affects 1 user (must be evaluated to determine what impact single user has on overall services).
- Login failure or login access not providing correct access.
- Isolated security breach (e.g. repeated password failure).
- Individual profile, account, permission issues, or some functionality not available.

Commented [MH1]: I propose VIP either having it's own SLA or being moved to Priority 1. We currently dispatch immediately to assist VIP. Currently as a P2 NTT has until end of next business day to resolve and 2 hours to respond.

- Trivial issues and mild inconveniences.

Priority Level 4 - Low

- (a) Definition: Priority Level 4 is defined as an Incident/issue/event where a single user's productivity is not affected.
- (b) Examples:
- User enabled workaround exists for simple incident.
 - Trivial issues and inconveniences.

1.1 Priority Levels

The Priority Level of an Incident is calculated based on industry best practices as a function of impact and urgency and as shown in the Priority Matrix below.

		Impact			
		Extensive	Significant	Moderate	Minor
Urgency	Critical	1 – Critical	2 – High	2 – High	3 – Medium
	High	2 – High	2 – High	3 – Medium	3 – Medium
	Medium	2 – High	3 – Medium	3 – Medium	4 – Low
	Low	3 – Medium	3 – Medium	4 – Low	5 – Low/ Planning

Terminology and examples used in the priority matrix terms include:

Impact	Guidance	Urgency	Guidance
1 – Extensive	Impacts entire Tier 1 service/application, users organization-wide	1 – Critical	Affects an entire service resulting in the inability to perform/provide the functions of the service. No workaround is available
2 – Significant	Impacts a portion of a Tier 1 service/application, multiple users	2 – High	Affects a user's ability to perform a function that is critical to their role and standard business operations
3 – Moderate	Impacts multiple users, an entire department, a Tier 2 or 3 service/application	3 – Medium	Moderately affects a user's ability to perform functions as a part of their role
4 – Minor	Impacts a few users or a single user	4 – Low	Does not impede a user's ability to perform a function or a workaround is available

2. Definitions of Service Levels & Key Measures

This section sets forth qualitative descriptions of the Service Levels and Key Measurements. The numerical Minimum and Expected Service Levels (SLAs) and Key Measurements (KMs) and commencement of obligations associated with such SLAs and KMs are set forth in the Service Level and Key Measurement Matrix. For incidents and request tickets, it is understood that sufficient information has been made available, else the ticket goes into a pending status until such information is available. For Service Requests, approvals are required for the ticket to be in active status.

During the Transition Period, NTT DATA will work with the State to establish the processes to track its performance in regards to the service levels set forth in this Section 4 ("Service Levels") from the Contract Effective Date to the end of the full calendar month preceding the Go Live Date. During the Grace Period, NTT DATA will monitor and report to the State on NTT DATA's performance in regards to the Service Levels and will adjust its staffing schedules or otherwise adjust NTT DATA's provision of the Services as NTT DATA deems appropriate in order to provide the Services to meet the Service Levels upon the conclusion of the Grace Period. Commencing with the Month subsequent to the Month in which the last day of the Grace Period occurs and continuing each Month thereafter for the remainder of the Contract, in the event that NTT DATA fails to meet a Service Level during a Month ("Service Level Default"), then NTT DATA, automatically and without notice from or demand by the State, (i) will provide the State with a credit ("Service Level Credit") calculated in accordance with Section 4.d of this document, on its next monthly invoice and (ii) will implement those processes and procedures deemed mutually necessary by NTT DATA and State in order to remedy the defaulted Service Level within thirty (30) days and will use commercially reasonable efforts to meet the defaulted Service Level in the Months subsequent to the Month in which the Service Level Default occurred. The following shall apply to the Service Level Defaults and Service Level Credits:

- (a) The aggregate maximum amount of Service Level Credits provided by NTT DATA for any Month shall be six percent (6%) of the Base Fee for the Month in which the Service Level Defaults occurred.
- (b) No Service Level shall have a Service Level Credit greater than three percent (3%) of the Base Fee for the Month in which the Service Level Default occurred.
- (c) NTT DATA will only be deemed to have committed a default of the Contract for failing a Service Level if it fails to perform in accordance with the same Service Level for three (3) consecutive months or during four (4) of any six (6) consecutive months.
- (d) A Service Level Default will be excused if and to the extent performance of such Service Level was prevented by the acts or omissions of the State, its agents or other third parties not within the control of NTT DATA. In the event of the foregoing, NTT DATA will, within ten (10) Business Days after the end of the Month in which the Service Level Default(s) occurred, provide the State SPOC written notice of the Service Level(s) impacted and a reasonably detailed statement of the acts or omissions which prevented, and an explanation of the extent to which they prevented, NTT DATA's performance of such Service Level(s) ("Written Excuse"). Unless the State disputes such Written Excuse within ten (10) Business Days after receiving it, NTT DATA will be excused from meeting the Service Level(s) impacted to the extent that the act or omission prevents NTT DATA from meeting the Service Level and further will not be liable for providing the State with the applicable Service Level Credit(s). If NTT DATA does not timely provide the Written Excuse, then NTT DATA will remain liable for meeting all Service Levels and for providing the State with the applicable Service Level Credit(s) on its next monthly invoice. If the State timely disputes the

Written Excuse, then NTT DATA and the State will follow the Dispute Resolution Process as described in Row (44) of Table (A) in Section 4.2.

- (e) Contact Baseline. 4437 (average monthly ticket count as provided by OMES)
- (f) High Contact Volume Event. Subsequent to the Grace Period, in the event an Incident having Priority Level 01 or Priority Level 02 occurs, NTT DATA will record the total number of Contacts during the following time period (hereafter referred to as the "Peak Contact Period"): the entire half (½) hour in which the notification of the Priority Level 01 or Priority Level 02 Incident was received by NTT DATA to the entire half (½) hour during which NTT DATA received the notification that the Priority Level 01 or Priority Level 02 Incident was resolved (the total number of Contacts during such time period is hereafter referred to as the "Peak Contact Amount"). During each Peak Contact Period, if the quotient of the Peak Contact Amount divided by the total hours in the Peak Contact Period exceeds the total of the then-current Average Hourly Contacts by more than twenty percent (20%), then such Peak Contact Period shall be considered a "High Contact Volume Event". Measurements for all Service Levels during a High Contact Volume Event will be excluded from the calculations for that Month. For example, NTT DATA is notified that Customer's messaging system has experienced a Priority Level 01 Incident at 1:08 pm and is again notified at 4:05 pm on the same day that the Priority Level 01 Incident has been resolved. During the time period from 1:00 pm to 4:30 pm, NTT DATA experienced 80 Contacts. Further assume the total of the Average Hourly Contacts for the time periods from 1:00 pm to 4:30 pm is 50. The increase in Contacts from 50 to 80 exceeds 20%. Therefore, a High Contact Volume Event has occurred.
- (g) Sustained High Contact Volume. A Service Level Default will be excused if, without prior discussion and preparations by the parties, the total Contacts exceed the Contacts Baseline total in any Month by more than ten percent (10%).
- (h) Minimum Service Level. Means the minimum level of performance with respect to a Critical Service Level.
- (i) Expected Service Level. Means the desired level of performance for a Critical Service Level.

2.1 Service Level Definitions

2.1.1 End-User Computing Service Levels

2.1.1.1 Time to Respond (Acknowledge) Receipt of Ticket

- a. Definition: Time to Respond receipt of ticket shall be defined as the time from when a ticket is submitted or escalated to when the user receives the first update acknowledging receipt.
- b. Data Collection: To be mutually agreed to during the Transition Period.
- c. Measurement Unit: The unit of measurement is an individual ticket.
- d. Calculation: Time to Respond Receipt is calculated as:
 - (i) Total number of tickets responded to within the time frame specified in the Service Level Matrix during the reporting period.
 - (ii) Divided by the total number of tickets received during the reporting period.
 - (iii) This is expressed as a percentage to two decimal places.

- e. Reporting Period: Monthly
- f. Time to Respond (Acknowledge) Service Level targets by Priority are provided in the Service Level Matrix
- g. Applicable SLAs: SLA_1.1, SLA_1.2, SLA_1.3, SLA_1.4, SLA_1.5

2.1.1.2 Time to Resolve (Incident) or Fulfill (Request) Ticket

- a. Definition: Time to Resolve shall be defined as the time from when an Incident or Request is reported to the Service Desk to the time when the Incident/Request is resolved or fulfilled, net of time ticket spent in pending status waiting for additional information from parties not in Service Provider's direct control. A ticket is considered resolved/fulfilled when the end-user or system is restored to its working state, an acceptable work around is in place, or the request is completed.
- b. Data Collection: To be mutually agreed to during the Transition Period.
- c. Measurement Unit: The unit of measurement is an individual ticket.
- d. Calculation: Restoration Time is calculated as:
 - (i) Total number of Priority 3 tickets resolved during the reporting period within the time frame specified in the Service Level Matrix.
 - (ii) Divided by the total number of tickets resolved in the reporting period.
 - (iii) This is expressed as a percentage to two decimal places.
- e. Reporting Period: Monthly.
- f. Time to Resolve/Fulfill Incidents and Requests Service Level targets by Priority are provided in the Service Level Matrix
- g. Applicable SLAs: SLA_2.1, SLA_2.2, SLA_2.3, SLA_2.4, SLA_2.5

2.1.1.3 Break/Fix and Warranty Time to Respond (Acknowledge)

- a. Definition: Time to respond to Break/Fix Warranty Repair/Replace ticket shall be defined as the time from when a ticket is submitted or escalated to when the user receives the first update acknowledging receipt.
- b. Data Collection: To be mutually agreed to during the Transition Period.
- c. Measurement Unit: The unit of measurement is an individual ticket.
- d. Calculation: Time to Respond Receipt is calculated as:
 - (i) Total number of tickets responded to within the time frame specified in Service Level Matrix during the reporting period.
 - (ii) Divided by the total number of tickets received during the reporting period.
 - (iii) This is expressed as a percentage to two decimal places.
- e. Reporting Period: Monthly
- f. Time to Respond (Acknowledge) Service Level targets for Break/Fix – Warranty Repair are provided in the Service Level Matrix
- g. Applicable SLAs: SLA_3.1

2.1.1.4 Move, Add, Change, Disposal/Delete (MACD) Requests Time to Respond (Acknowledge)

- a. Definition: Time to respond to MACD ticket shall be defined as the time from when a ticket is submitted or escalated to when the user receives the first update acknowledging receipt.
- b. Data Collection: To be mutually agreed to during the Transition Period.
- c. Measurement Unit: The unit of measurement is an individual ticket.
- d. Calculation: Time to Respond Receipt is calculated as:
 - (i) Total number of tickets responded to within the time frame specified in Service Level Matrix during the reporting period.
 - (ii) Divided by the total number of tickets received during the reporting period.
 - (iii) This is expressed as a percentage to two decimal places.
- e. Reporting Period: Monthly
- f. Time to Respond (Acknowledge) Service Level targets for MACD Requests are provided in the Service Level Matrix
- g. Applicable SLAs: SLA_3.2

2.1.1.5 Break/Fix and Warranty Time to Resolve

- a. Definition: Break/Fix and Warranty Time to Resolve shall be defined as the time from when Break/Fix/Warranty ticket is reported to the Service Desk to the time when the issue is resolved via repair, replacement, or loan of machine, net of time ticket spent in pending status waiting for additional information from parties not in Service Provider's direct control. A ticket is considered resolved when the end-user or system is restored to its working state, a replacement device is provided, an acceptable work around is in place, or the request is completed.
- b. Data Collection: To be mutually agreed to during the Transition Period.
- c. Measurement Unit: The unit of measurement is an individual ticket.
- d. Calculation: Time to Resolve/Replace is calculated as:
 - (i) Total number of tickets resolved within the time frame specified in Service Level Matrix during the reporting period.
 - (ii) Divided by the total number of tickets received during the reporting period.
 - (iii) This is expressed as a percentage to two decimal places.
- e. Reporting Period: Monthly
- f. Time to Resolve Service Level targets for Resolve or Replace Warranty Break/Fix tickets are provided in the Service Level Matrix
- g. Applicable SLAs: SLA_4.1

2.1.1.6 Move, Add, Change, Delete (MACD) Requests Time to Fulfill

- a. Definition: MACD Completion Time shall be defined as the time from when a MACD has been requested to the time when the user certifies that the MACD has been completed.
- b. Data Collection: To be mutually agreed to during the Transition Period.

- c. Measurement Unit: The unit of measurement is an individual ticket.
- d. Calculation: Time to fulfill a MACD request is calculated as:
 - (i) Total number of tickets fulfilled within the time frame specified in Service Level Matrix during the reporting period.
 - (ii) Divided by the total number of tickets received during the reporting period.
 - (iii) This is expressed as a percentage to two decimal places.
- e. Reporting Period: Monthly
- f. Time to Fulfill (complete) Service Level targets for MACD tickets are provided in the Service Level Matrix
- g. Applicable SLAs: SLA_4.2

2.1.2 Desktop Engineering Service Levels

The parties agree to work in good faith during the Transition Period to identify the applicability of Section 6 of the SOW and to renegotiate the terms as needed.

2.1.2.1 Time to Build and Test New Standard Image

- a. Definition: Time to Build and Test a New Standard Image shall be defined as the time from when the Client submits a written request to build and test a specific new image to the time when the image is certified complete by NTT DATA and the Client. If there is a delay in the Client's availability to confirm acceptance of the new image, the SLA clock will be suspended until Client is available for review and confirmation.
- b. Data Collection: To be mutually agreed to during the Transition Period.
- c. Measurement Unit: The unit of measurement is an individual new image request ticket.
- d. Calculation: Time to build and test an image request is calculated as:
 - (i) Total number of image requests fulfilled within the time frame specified in Service Level Matrix during the reporting period.
 - (ii) Divided by the total number of image requests received during the reporting period.
 - (iii) This is expressed as a percentage to two decimal places.
- e. Reporting Period: Monthly
- f. Time to build and test a new image Service Level target is provided in the Service Level Matrix
- g. Applicable SLAs: SLA_7.1

2.1.3 Service Desk SLAs

2.1.3.1 Average Speed of Answer Service Level

- a. Definition: Average Speed of Answer (ASA) shall be defined as the time from when a call is placed to the Service Desk to the time when caller speaks with a live person.
- b. Data Collection: To be mutually agreed to during the Transition Period.
- c. Measurement Unit: The unit of measurement is an individual call.
- d. Calculation: Call Waiting Time is calculated as:

- (i) Total number of calls responded to within the time frame specified in the Service Level Matrix during the reporting period.
- (ii) Divided by the total number of calls received during the reporting period.
- (iii) This is expressed as a percentage to two decimal places.
- e. Reporting Period: Monthly.
- f. The Average Speed of Answer service level targets are provided by contact channel (call, chat & email) in the Service Level Matrix
- g. Applicable SLAs: SLA_5.1, SLA_5.2, SLA_5.3

2.1.3.2 Call Abandon Rate Service Level

- a. Definition: Abandoned Call Rate shall be defined as the number of calls disconnected by the user before reaching a Service Desk agent. Specifically, Abandon Rate measures the percentage of inbound phone contacts placed to the Level 1 Service Desk that (i) make it past the initial greetings, outage notifications, and automated options (referred to as an "Accepted Call") but (ii) are then disconnected by the user. Calls disconnected by the user prior to the consumption of the Average Speed of Answer Service Level are not recorded as abandon calls for the SLA calculation.
- b. Data Collection: To be mutually agreed to during the Transition Period.
- c. Measurement Unit: The unit of measurement is an individual call.
- d. Calculation: Abandoned Call Rate is calculated as:
 - (i) Total number of calls abandoned during the reporting period.
 - (ii) Divided by the total number of calls received during the reporting period.
 - (iii) This is expressed as a percentage to two decimal places.
- e. (e) Reporting Period: Monthly.
- f. The Abandoned Call Rate service level target is provided in the Service Level Matrix
- g. Applicable SLAs: SLA_5.4

2.1.3.3 First Contact Resolution

- a. Definition: First Contact Resolution Rate shall be defined as the rate of incidents submitted to the Service Desk that are resolved during the first interaction with the user (e.g. a single call, chat session or email to the service desk).
- b. Data Collection: To be mutually agreed to during the Transition Period.
- c. Measurement Unit: The unit of measurement is an individual contact via phone, chat or email.
- d. Calculation: First Contact Resolution Rate is calculated as:
 - (i) Total number of incidents resolved during the first contact with the Service Desk during the reporting period.
 - (ii) Divided by the total number of incidents received by the Service Desk during the reporting period.
 - (iii) This is expressed as a percentage to two decimal places.

- e. Reporting Period: Monthly.
- f. The First Contact Resolution service level target is provided in the Service Level Matrix
- g. Applicable SLAs: SLA_6.1

2.2 Key Measurement Definitions

2.2.1 End User Computing Key Measurements

2.2.1.1 Time to Deploy a New Device

- a. Definition: Time to Deploy a New Device shall be defined as the time from when: 1) an approved end-user request is received by the Service Desk, and 2) the device type and delivery details are confirmed by the user to the time when the device is delivered to the end-user.
- b. Data Collection: To be mutually agreed to during the Transition Period
- c. Measurement Unit: The unit of measurement is a single new device (e.g. Laptop/Desktop)
- d. Calculation: Time to Deploy a New Device is calculated as:
 - (i) Total number of approved new device requests received and fulfilled within the time frame specified in the Service Level Matrix during the reporting period
 - (ii) Divided by the total number of approved device requests received and fulfilled during the reporting period
 - (iii) This is expressed as a percentage to two decimals
- e. Reporting Period: Monthly
- f. The Time to Deploy a New Device Key Measurement target is defined in the Service Levels and Key Measurements Matrix
- g. Applicable KMs: KM_2.1

2.2.2 Service Desk Key Measurements

2.2.2.1 Customer (End-User) Satisfaction

- a. Definition: Customer Satisfaction shall be defined as the rate of end-user responses to the closed ticket customer satisfaction survey that are responded to with a rating of Satisfied or better (satisfied or very satisfied).
- b. Data Collection: To be mutually agreed to during the Transition Period
- c. Measurement Unit: The unit of measurement is a single completed and submitted end-user customer satisfaction survey response
- d. Calculation: End-User Customer Satisfaction is calculated as:
 - (i) Total number of completed end-user customer satisfaction surveys submitted during the reporting period with a rating of Satisfied or Very Satisfied
 - (ii) Divided by the total number of completed end-user customer satisfaction surveys submitted during the reporting period
 - (iii) This is expressed as a percentage to two decimals

- e. Reporting Period: Monthly
- f. The End-User Customer Satisfaction Key Measurement target is defined in the Service Levels and Key Measurements Matrix
- g. Applicable KM: KM_3.1

2.2.3 Asset and Platform Management Key Measurements

2.2.3.1 Completion and Accuracy of Defined Best-Practice Asset Management Fields/Attributes – Time to Complete

- a. Definition: The Completion and Accuracy of defined best-practice asset management fields – Time to Complete key measurement shall be defined as the number of business days following the first new business day of the calendar quarter required to complete the completion and accuracy audit of the asset repository.
- b. Data Collection: To be mutually agreed to during the Transition Period
- c. Measurement Unit: The unit of measurement is the number of business days
- d. Calculation: Completion and Accuracy of Defined Best-Practice Asset Management fields – Time to Complete is calculated as:
 - (i) Total number of business days following the first business day of the calendar month required to complete the completion and accuracy audit of the asset repository
 - (ii) This is expressed as a whole number
- e. Reporting Period: Quarterly
- f. The Completion and Accuracy of Defined Best-Practice Asset Management fields – Time to Complete Key Measurement is defined in the Service Level and Key Measurements Matrix
- g. Applicable KM: KM_5.1

2.2.3.2 Completion and Accuracy of Defined Best-Practice Asset Management Fields/Attributes – Accuracy of Best Practice Fields

- a. Definition: The Completion and Accuracy of defined best-practice asset management fields – Accuracy shall be defined as the percentage of best-practice fields reviewed during the quarterly completion and accuracy audit that are confirmed accurate.
- b. Data Collection: To be mutually agreed to during the Transition Period
- c. Measurement Unit: The unit of measurement is the percentage of fields confirmed to be accurate
- d. Calculation: Completeness and Accuracy of Defined Best-Practice Asset Management fields – Accuracy is calculated as:
 - (i) Total number of Best-Practice fields audited and confirmed to be accurate
 - (ii) Divided by the total number of Best-Practice fields audited
 - (iii) This is expressed as a percentage to two decimals
- e. Reporting Period: Quarterly
- f. The Completion and Accuracy of defined best-practice asset management fields – Accuracy Key Measurement is defined in the Service Level and Key Measurements Matrix
- g. Applicable KM: KM_5.1

2.2.3.3 End User Application Packaging - Simple

- a. Definition: The Completion of End-User Application Packaging – Simple shall be defined as the time to complete package after receipt of all software and client requirements necessary to package the application.
- b. Data Collection: To be mutually agreed to during the Transition Period
- c. Measurement Unit: The unit of measurement is the number of business days to complete the packaging of the application
- d. Calculation: End User Application Packaging – Simple is calculated as:
 - (i) Total number of End-User Application Packages – Simple completed within the target timeline during the period
 - (ii) Divided by the total number of End-User Applications – Simple completed
 - (iii) This is expressed as a percentage to two decimals
- e. Reporting Period: Monthly
- f. The End User Application Packaging – Simple Key Measurement is defined in the Service Level and Key Measurements Matrix
- g. Applicable KM: KM_4.1

2.2.3.4 End User Application Packaging – Complex

- a. Definition: The Completion of End-User Application Packaging – Complex shall be defined as the time to complete package after receipt of all software and client requirements necessary to package the application.
- b. Data Collection: To be mutually agreed to during the Transition Period
- c. Measurement Unit: The unit of measurement is the number of business days to complete the packaging of the application
- d. Calculation: End User Application Packaging – Complex is calculated as:
 - (i) Total number of End-User Application Packages – Complex completed within the target timeline during the period
 - (ii) Divided by the total number of End-User Applications – Complex completed
 - (iii) This is expressed as a percentage to two decimals
- e. Reporting Period: Monthly
- f. The End User Application Packaging – Complex Key Measurement is defined in the Service Level and Key Measurements Matrix
- g. Applicable KM: KM_4.2

2.2.3.5 Replacement of Problematic Models

- a. Definition: The Replacement of Problematic Models shall be defined as the time required to replace problematic models or components.
- b. Data Collection: To be mutually agreed to during the Transition Period
- c. Measurement Unit: The unit of measurement is the number of weeks required to replace the problematic model

- d. Calculation: Replacement of Problem Models is calculated as:
 - (i) Total number of weeks required to replace the problematic model
 - (ii) This is expressed as a whole number (e.g. 1 week, 2 weeks)
- e. Reporting Period: Monthly
- f. The Replacement of Problematic Models Key Measurement is defined in the Service Level and Key Measurements Matrix
- g. Applicable KMs: KM_1.1, KM_1.2



Attachment B1: Rates and Charges

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1. General

This document is an Attachment to the OK EUC Statement of Work and is an integral part of the Agreement. Capitalized terms not otherwise defined in this document shall have the meanings ascribed to them elsewhere in the Contract.

In exchange for providing the Services under the Statement of Work (SOW), NTT DATA will charge OMES (or its designated Affiliate) the Rates and Charges described in this document for the applicable Services delivered and used by the State of Oklahoma (the State) , its Affiliates and Users under this Agreement.

The following Exhibit is hereby incorporated into and deemed part of this Attachment:

- Exhibit 1 – Pricing and Volume Baselines

1.1 Definitions

The following definitions, when used in this document, have the meanings assigned to them below. For capitalized terms used in this document, but not defined in this Section **Error! Reference source not found.**, the definitions elsewhere in this document or the Contract shall apply.

- “DaaS Refresh Cycle” means the frequency upon which DaaS Devices are refreshed by NTT DATA as set forth in the “DaaS Hardware Charges” portion of Exhibit 1.
- “Managed Element” is a Resource Unit (RU) and means a physical device or a VDI (“Virtual Desktop Infrastructure”) instance that (i) is in production (i.e., placed in “deployed” status in ServiceNow and in use by one or more End Users) and (ii) has been designated by OMES as “NTT DATA Managed” in CMDB. Physical devices that are part of the Spares Pool are not Managed Elements.

2. Service Resource Unit Charges

The Rates and Charges described in this Section **Error! Reference source not found.** (Service Resource Unit Charges) will apply following the Service Commencement Date for in-scope Resource Units. These Rates and Charges are comprised of the following Resource Unit categories and other charging component categories (e.g., FTE-based charges):

- 1) Device-as-a-Service (“DaaS”) Hardware Charges
- 2) Device Management Charges
- 3) Device Purchase Charges
- 4) Deployment and Redeployment Services Charges
- 5) Office Move Service Charges
- 6) Peripherals Management Charges
- 7) License Management Charges
- 8) Applications Packaging Services Charges

A description of these pricing components and the methodology for calculating charges is set forth in the remainder of this section and Attachment C. Subject to adjustments to the Rates and Charges expressly permitted or required under this Contract, the Rates and Charges identified above in this Section **Error! Reference source not found.** and throughout Attachment C shall remain fixed for the Term, constituting the totality of charges (except as provided in the next paragraph) for which NTT DATA may bill the State or End Users in connection with provision of the Services described in the SOW and performance of NTT DATA’s obligations under this Contract.

Except for charges for Projects approved by State and performed by NTT DATA, and Pass-Through Expenses, Taxes or Regulatory Charges permitted and payable by State or End User under the Master Services Agreement, no other charges shall appear on any invoices to State or End User related to this Agreement.

2.1 DaaS Hardware Charges

The following Rates and Charges structure (“**DaaS Hardware Charges**”) applies to NTT DATA’s rendering and delivery to End Users of DaaS Devices that are In-Service for use by OMES and its Affiliates or Users. DaaS Hardware Charges shall be determined based on the DaaS Device Price paid by NTT DATA for Equipment (along with OEM warranty services) obtained as DaaS Devices in accordance with this Contract. The DaaS Hardware Charges shall be determined using the formula described below.

- 1) NTT DATA will work with State using an agreed-upon process substantially similar to the description below to arrive at the appropriate price for any new configuration or new models of DaaS Devices.
- 2) The monthly DaaS Hardware Charges will be calculated in accordance with Table 1. Each variable within Table 1 is defined below, and the charges will be calculated using the following formula:

Table 1: DaaS Hardware Charges Formula
Monthly DaaS Hardware Charge = (1+M) * (1+R) * P * L

Table 1: DaaS Hardware Charges Formula

P = DaaS Device Price (including OEM warranty). P is the price of the DaaS Device, that the OEM charges NTT DATA for the acquisition, and delivery of the applicable DaaS Device. P is inclusive of the purchase price of the device, plus all duties, tariffs, rates, charges and other fees charged by the applicable OEM, distributor or other channel partner. P does not include any federal, state, or local sales taxes, value added taxes, or use taxes.

M = DaaS Markup for contribution to recover Spare Pool inventory and asset recovery services, which is set at 3.55%.

R = Resale markup, which is set at 6.383%. The Resale markup charged by NTT DATA is consideration for NTT DATA's administrative expenses, oversight and procurement management.

L = Financing Lease Factors (including cost of capital, property taxes and residual value) corresponding to the applicable DaaS Refresh Cycle for the relevant DaaS Device

- 3) The initial DaaS Device Prices and DaaS Hardware Charges are set forth in worksheet "DaaS Hardware Charges" of Exhibit 1.
- 4) For each device configuration, NTT DATA will populate State's master equipment list with the DaaS Device specifications, the agreed DaaS Device Price, and the corresponding monthly DaaS Hardware Charge.
- 5) From and after the Service Commencement Date, a DaaS Device will be deemed "In-Service" and become chargeable to End User (i.e., included in Resource Utilization measurements) at the earlier of: (i) sixty (60) days following the End User's order for the DaaS Device, or (ii) when the DaaS Device has been deployed and Accepted for use by an End User during the Term and placed in "deployed" status in the CMDB. End User will be financially responsible and begin paying Monthly DaaS Hardware Charges in the billing month that commences immediately after the applicable DaaS Device goes In-Service. Invoicing and financial responsibility for DaaS Hardware Charges for any DaaS Device shall cease when a new or replacement DaaS Device is In-Service, subject to Section 6 (Stranded Costs).
- 6) Resource Utilization for DaaS Hardware Charges will be adjusted on a pro rata basis for any DaaS Devices that commence being In-Service part way during the month.
- 8) Financing Lease Factors include recovery of NTT DATA's cost of capital and may be impacted by significant changes in underlying market factors. At the beginning of each calendar quarter, NTT DATA will review the ICE Swap Rates as published in the ICE Benchmark Administration (<https://www.theice.com/marketdata/reports/180>) "Rates 1100" series. If, at the time of each review, the corresponding ICE Swap Rate or the Bloomberg rates (where applicable) has changed by more than 25 basis points compared to prior quarter's rates, upon prior written notice to State, NTT DATA reserves the right to adjust the Financing Lease Factors and resulting DaaS Hardware Charges accordingly for all subsequently-deployed DaaS Devices (including via refresh) by no more than the amount of such measured change. For clarity, adjustments of the Financing Lease Factors will not impact the Rates and Charges for DaaS Devices that are already In-Service (including amounts paid for DaaS Device in the Spares Pool) within the State's environment but will instead only apply prospectively to new DaaS Device that are first put In-Service after change in the Finance Lease Factors.
- 9) Additional DaaS Hardware Charges Terms:
 - a) Except as otherwise required under Law, as between End User and NTT DATA, title to DaaS Devices (other than any Software or other licensed materials) is and shall remain with

NTT DATA unless and until such DaaS devices are purchased by End User (or designees) in accordance with the Contract. Except for Purchased DaaS Devices, DaaS Devices are considered property of NTT DATA and End User shall, at its own expense, keep all DaaS Devices free and clear of all liens and encumbrances attributable to acts of End User (except for (i) NTT DATA's liens, encumbrances, or security interests; (ii) any liens encumbrances or security interests arising through, or attributable to, leases or other financing used by or for NTT DATA or any NTT DATA Representative; or (iii) any other any liens encumbrances or security interests attributable to the acts of NTT DATA or any NTT DATA Representative). After learning of any such prohibited lien or encumbrance, End User shall promptly notify NTT DATA in writing if NTT DATA's interest is subject to compromise.

- b) Except for transfers to and between End Users and excluding any Purchased DaaS Devices, End User must not at any time assign, transfer, mortgage, charge, sublease, or sell DaaS Devices without obtaining NTT DATA's prior written consent, which NTT DATA shall not unreasonably withhold or delay. For avoidance of doubt, this provision in no way restricts the State or End User from re-locating, shipping or otherwise moving any DaaS Devices to locations selected for use by OMES (or its Representatives) provided notice is given to NTT DATA if permanent relocation.
- c) Except with respect to assignments to any other End User, End User must not at any time assign or transfer its DaaS Hardware Charges payment obligations to a third party without obtaining NTT DATA's prior written consent (which NTT DATA shall not unreasonably withhold or delay).
- d) NTT DATA may apply appropriate asset tags to the DaaS Devices that allow NTT DATA to identify such DaaS Devices, but the tag shall not identify the name of End User any NTT DATA, or any NTT DATA Representative.
- e) End User may not attach or affix any markings of a permanent nature or attach markings in such a way as to damage the DaaS Devices when removed.
- f) If a DaaS Device is returned to NTT DATA at or after the end of the DaaS Refresh Cycle with any damages or other Event of Loss, End User will be assessed and invoiced by NTT DATA, and End User will pay in accordance with the Contract, the applicable damage fee charges based on the nature of the damage item or Event of Loss (if any) from the following Table 2:

Table 2: Missing/Damage Description	Damage Fee Charge
Broken or damaged latches/ports	\$50.00
Excessive physical damage	\$150.00
LCD cracked or damaged beyond repair	\$150.00
Missing/damaged hard drive	\$150.00
Missing/damaged memory	\$0.05/MB
Missing/damaged notebook keys	\$50.00
System failed to boot	\$150.00
Broken or damaged latches/ports	\$50.00

For the avoidance of doubt, since End User will be returning the Hardware Devices at the end of, or after, the Contract Term, even if the SOW Term has expired or has been terminated (regardless of the cause of termination), End User will remain responsible for any

Hardware Devices that are missing, stolen, damaged, or lost or for the non-compliance by End User of its responsibilities with regard to the Hardware Devices that may have occurred during the SOW Term.

2.2 Device Management Charges

The Rates and Charges in Section 1 (Device Management Unit Rates) of worksheet “Services Charges” of Exhibit 1 apply, on a per-Managed Element basis, for the listed types of Hardware for which End User receives the Services described in SOW for such Hardware.

2.2.1 IMACD Charges

The Rates and Charges described in Section **Error! Reference source not found.** include performance of IMACDs, as described in the SOW. Any move request that involves 10 (ten) or more devices will be provided by NTT DATA as a separate project with a mutually agreed-upon price paid by OMES.

2.3 Device Purchase Charges

The Rates and Charges in Section 2 (Device Purchase Charges) of worksheet “Services Charges” of Exhibit 1 apply, on a per-Purchased Device basis, for the listed types of Hardware. The Device Purchase Charges, both with Operating System and without Operating System, represent the full upfront purchase cost of the applicable Hardware only and would constitute a sale of the asset to End User. NTT DATA would not hold title to the asset and would not have any further financial responsibility for the Device purchased by End User. Device Management Services can be applied separately for Purchased Devices, in accordance with Section 2.2.

2.4 Deployment and Redeployment Services Charges

The Rates and Charges in Section 4 (Deployment and Redeployment Unit Rates) of worksheet “Services Charges” of Exhibit 1 apply, on a per-device, per-event basis, for the listed types of Hardware for the Deployment and Redeployment Services described in the SOW for such Hardware.

2.5 Office Move Service Charges

The Rates and Charges in Section 5 (Office Move Service Charges) of worksheet “Services Charges” of Exhibit 1 apply, on a per-device, per-event basis, for the listed types of Hardware when End User receives the Office Move Services described in the SOW for such Hardware.

2.6 Peripherals Management Charges

The Rates and Charges in Section 6 (Peripherals Management Charges) of worksheet “Services Charges” of Exhibit 1 apply on a per-Managed Element basis for the listed types of Hardware for which End User receives the Peripherals Management Services described in the SOW for such Hardware.

2.7 License Management Charges

The Rates and Charges in Section 7 (License Management Charges) of worksheet “Services Charges” of Exhibit 1 apply on a per-Managed Element basis for the listed types of Hardware for which OMES or End User, as applicable, receives License Management Services described in the SOW.

2.8 Applications Packaging Services Charges

The Rates and Charges in Section 7 (Applications Packaging Services Charges) of worksheet “Services Charges” of Exhibit 1 apply, on a per-Managed Element basis, for the listed types of Hardware for which OMES or End User, as applicable, receives Applications Packaging Services described in the SOW.

3. Baselines and Price Adjustment Thresholds

Resource Utilization for charging purposes will be calculated each month and applied solely to the Services, based on the system of record (the CMDB) and timing for the count (the 15th day of the month for Services delivered that month), for the applicable Resource Units in Section 2. The actual charges to State or End User, as applicable for Resource Utilization will then be calculated by multiplying the applicable Rates and Charges set forth in this document and Attachment B2, Exhibit 1 (subject to any applicable adjustments as described in Section 4.1) by the applicable Resource Utilization.

3.1 Price Adjustment Thresholds

The price adjustments described in this Section **Error! Reference source not found.** apply from the Steady State Commencement Date and not before.

The following price adjustments thresholds shall apply on a per-RU basis:

- a) If, for a particular billing month, the Resource Utilization for an RU exceeds 110% of the Resource Baseline applicable to such RU in three consecutive months, then OMES or NTT DATA have the right to trigger the Rate Renegotiation process below.
- b) If, for a particular billing month, the Resource Utilization for an RU is below 90% of the Resource Baseline applicable to such RU in three consecutive months, then OMES or NTT DATA have the right to trigger the Rate Renegotiation process below.

3.2 Rate Renegotiation Process

If the Resource Utilization for one or more RUs exceeds the thresholds defined in 3.1(a) or 3.1(b) above, State or NTT DATA may initiate the renegotiation process as follows:

- a) NTT DATA shall prepare and present to State a proposal setting forth (i) recommended changes to the applicable Adjustable Rate(s) based upon the effect upon NTT DATA's costs and any efficiencies, economies, savings, and resource utilization changes that have been lost or can be achieved, and (ii) its estimate of any resulting reasonable demonstrable costs, expenses, penalties, or losses incurred by NTT DATA after exercising commercially reasonable attempts to mitigate the same;
- b) The Parties, through the Change Control Procedures, shall negotiate in good faith and agree upon appropriate adjustments to the charges and other items described in NTT DATA's proposal; and
- d) Until the matter is so resolved, the existing Adjustable Rates and other charging methodologies set forth herein shall remain unchanged.

3.3 Economic Change Adjustment (ECA)

3.3.1 General

- (a) For all Charges in Exhibit 1 Pricing and Volume Baselines, Service Provider shall calculate and apply an adjustment to the charges based upon economic changes (each such adjustment an "Economic Change Adjustment" or "ECA") as described below. The ECA shall not be calculated or applied until one year after the first Commencement Date (the "ECA Commencement Date").

- (b) Customer and Service Provider agree to use the Consumer Price Index published by the U.S. Department of Labor as the "Economic Change Index" (referred to herein as the "Economic Change Index").

3.3.2 Index Month

The month used for calculating the ECA will be the Economic Change Index published for the month prior to the month of the ECA Commencement Date (for example, December data for an ECA Commencement Date of January 1).

3.3.3 ECA Factor

The ECA shall be the difference between the actual Economic Change Index for the December period of the immediately preceding calendar year during which the ECA is being calculated minus the actual Economic Change Index for December of the prior calendar year divided by the actual Economic Change Index for December of the calendar year prior to the year in which the ECA is being calculated. For example, if the December 2020 Economic Change Index is 200 and the December 2021 Economic Change Index is 205, then the ECA would be $(205 - 200) / 200 = 2.5\%$. The "ECA Factor" for a given year is determined as follows:

- (a) If the ECA is less than or equal to zero, no ECA Factor shall apply.
- (b) If the ECA is greater than zero, then an ECA Factor shall equal the ECA as calculated in this Section.

3.3.4 ECA Adjustment

- a) On the ECA Commencement Date and the anniversary thereof, the ECA Factor shall be applied to the Charges and Rate Card rates by taking the existing Charges and Rate Card rates and multiplying it by (the ECA Factor plus 1).
- b) For example, if the ECA at the beginning of Contract Year 2 is 2.5%, the ECA Factor is 2.5%, then the ECA Factor will be applied as follows:

Example Monthly Unit Cost: \$100

$\text{ECA Adjusted Monthly Unit Cost} = \$100 \times (2.5\% + 1) = \$102.50.$

4. Innovation Fund

Subsequent to each payment by State of Eligible Charges, NTT DATA shall set aside 1.0% of such Eligible Charges for an "Innovation Fund" that State, in accordance with this Section 4 (Innovation Fund), may elect to have credited against Rates and Charges for future Projects mutually determined to be "Innovation Projects" as defined and further described in the Process and Procedures Manual. "Eligible Charges" shall mean the Rates and Charges actually paid by State for Services, net of any credits (with the exception of Performance Credits) issued by NTT DATA, and exclusive of all other Rates and Charges (for example, Pass-Through Expenses and any mark-ups thereon, Taxes, and amounts paid for or credited against charges for Innovation Projects).

The State may only use the Innovation Fund as a credit against Rates and Charges invoiced by NTT DATA for Services provided by NTT DATA and its Approved Subcontractors under Innovation Projects. For clarity, the Innovation Fund shall not be used: (a) to pay for (i) Resale Products or other non-labor charges under Innovation Projects or (ii) charges from other service providers or third parties, or (b) as payment against any other Rates and Charges.

Amounts set aside by NTT DATA into the Innovation Fund can only be elected for use by the State until the earlier of: (i) 24 months following the date of the applicable deposit of such amounts into the Innovation Fund; (ii) termination of the Agreement; or (ii) expiration of the Agreement. Funds set aside by NTT DATA but not elected to be credited against project Rates and Charges as described in 6.1 above, within the 24-month period stated in subpart (i), above, shall expire and be deducted from the Innovation Fund balance.

NTT DATA shall report the Innovation Fund balance, including the expiry date of individual amounts in accordance with this Section 4 as well as monthly deposits to and subtractions from the Innovation Fund, as part of the monthly invoicing process. Further details regarding the "Innovation Program," including details for the oversight thereof and definition of eligible Projects, shall be set forth in the Process and Procedures Manual.

5. Stranded Costs

Except for the case of non-appropriations, if a Device deployed to an End User is no longer being utilized, but has not been fully recovered through the Hardware Charges, the following process will be used to determine any Stranded Costs payable by End User:

Stranded Costs for a Device will be determined as follows:

- a) If the Device can be used for another End user within the US, then the Stranded Cost is zero, other than any applicable Redeployment costs, in accordance with Section 2.4.
- b) If the Device is over 18 months old and does not exceed the End User's 3% flex capacity limit per year set within the service structure, a customer may return the device with no Stranded Cost.
- c) If neither (a) nor (b) described above are applicable, End User agrees to pay the Stranded Costs either by:
 - 1) Continuing to pay the monthly Hardware Charges through the remaining number of months of the useful life of the device, or
 - 2) By making a one-time payment calculated as the any remaining lease term associated with the Device.

6. Termination/Non-Renewal Fees

Upon the early termination for convenience or annual non-renewal of the Services portion of the Contract prior to the sixth Contract Year, Customer will pay NTT DATA the applicable termination for convenience fees set forth in this Section 6, Table 1.

Table 1 – Termination for Convenience Fees						
Month	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Contract Year 6
1	\$619,233	\$3,697,758	\$2,860,530	\$2,023,302	\$1,186,073	\$348,845
2	\$1,472,900	\$3,627,989	\$2,790,761	\$1,953,533	\$1,116,304	\$279,076
3	\$2,819,830	\$3,558,220	\$2,720,992	\$1,883,763	\$1,046,535	\$209,307
4	\$4,233,615	\$3,488,451	\$2,651,223	\$1,813,994	\$976,766	\$139,538
5	\$4,255,910	\$3,418,682	\$2,581,454	\$1,744,225	\$906,997	\$69,769
6	\$4,186,141	\$3,348,913	\$2,511,685	\$1,674,456	\$837,228	\$0
7	\$4,116,372	\$3,279,144	\$2,441,916	\$1,604,687	\$767,459	N/A
8	\$4,046,603	\$3,209,375	\$2,372,147	\$1,534,918	\$697,690	N/A
9	\$3,976,834	\$3,139,606	\$2,302,378	\$1,465,149	\$627,921	N/A
10	\$3,907,065	\$3,069,837	\$2,232,609	\$1,395,380	\$558,152	N/A
11	\$3,837,296	\$3,000,068	\$2,162,840	\$1,325,611	\$488,383	N/A
12	\$3,767,527	\$2,930,299	\$2,093,071	\$1,255,842	\$418,614	N/A

Device	Device Model	Monthly per unit device cost with management	Monthly per unit device costs without management	Monthly per unit management costs only	Device Purchase Cost with Operating System	Device Purchase Cost without Operating System	Non-Metro Deployment Services	Metro* Deployment Services	Non-Metro Office Move Cost Per Unit	Metro Office* Move Cost Per Unit	Non-Metro Redeployment Cost Per Unit	Metro* Redeployment Cost Per Unit	Peripherals Management	License Management	Application Packaging
Micro Form Desktop		TBD	TBD	23.23	TBD	TBD	281.12	230.48	227.94	169.59	281.12	230.48	23.12	2.55	327.06
Small Form Desktop	7070 SFF	56.15	32.92	23.23	1,042.88	TBD	281.12	230.48	227.94	169.59	281.12	230.48	23.12	2.55	327.06
Full Form Desktop	7070 SFF - Premium	57.23	34.00	23.23	1,076.86	TBD	281.12	230.48	227.94	169.59	281.12	230.48	23.12	2.55	327.06
15 Inch Laptop	Dell 7740 (Premium)	66.30	43.07	23.23	1,364.23	TBD	281.12	230.48	227.94	169.59	281.12	230.48	23.12	2.55	327.06
17 Inch Laptop	Dell 5500 (Basic)	60.76	37.53	23.23	1,188.88	TBD	281.12	230.48	227.94	169.59	281.12	230.48	23.12	2.55	327.06
Windows Tablet		TBD	TBD	23.23	TBD	N/A	281.12	230.48	227.94	169.59	281.12	230.48	23.12	2.55	327.06
2 in 1/Convertible Tablet	Dell 7200 (Premium)	78.42	55.19	23.23	1,733.00	N/A	281.12	230.48	227.94	169.59	281.12	230.48	23.12	2.55	327.06
Rugged 15 inch Laptop		TBD	TBD	23.23	TBD	N/A	281.12	230.48	227.94	169.59	281.12	230.48	23.12	2.55	327.06
Rugged 17 inch Laptop		TBD	TBD	23.23	TBD	N/A	281.12	230.48	227.94	169.59	281.12	230.48	23.12	2.55	327.06
Rugged Tablet		TBD	TBD	23.23	TBD	N/A	281.12	230.48	227.94	169.59	281.12	230.48	23.12	2.55	327.06
Rugged Convertible Tablet		TBD	TBD	23.23	TBD	N/A	281.12	230.48	227.94	169.59	281.12	230.48	23.12	2.55	327.06
27 inch iMac 17 Turbo Boost		TBD	TBD	23.23	TBD	N/A	281.12	230.48	227.94	169.59	281.12	230.48	23.12	2.55	327.06
27 inch iMac 17 w/5K Display		TBD	TBD	23.23	TBD	N/A	281.12	230.48	227.94	169.59	281.12	230.48	23.12	2.55	327.06
13 inch MacBook Pro		TBD	TBD	23.23	TBD	N/A	281.12	230.48	227.94	169.59	281.12	230.48	23.12	2.55	327.06
13 inch MacBook Air		TBD	TBD	23.23	TBD	N/A	281.12	230.48	227.94	169.59	281.12	230.48	23.12	2.55	327.06
15 inch MacBook Pro 2.2GHz		TBD	TBD	23.23	TBD	N/A	281.12	230.48	227.94	169.59	281.12	230.48	23.12	2.55	327.06
15 inch MacBook Pro 2.9GHz		TBD	TBD	23.23	TBD	N/A	281.12	230.48	227.94	169.59	281.12	230.48	23.12	2.55	327.06
Cellular phones - iPhone				2.72											
Tablets - iPad				2.72											

* Metropolitan areas include Oklahoma City and Tulsa Metro Areas only.

N/A = Not Available from Mfg.

Value Add Products/Services	Description	Cost per Unit
Virtual Desktop as a Service	Per User Per Month	26.64
Asset Disposition	Hard Drive Destruction	39.01
Vehicle Installation		
ITSM	Per User Per Month	2.87
Smart Hands	Per User Per Month	0.66
Site FTE	Per Month Per Resource	8,961.37

Estimated Consumption Volumes

Description	Resource Unit	Rollout	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
Monthly per unit device with management	Device Per Month	4,000	30,015	30,015	30,015	30,015	30,015
Monthly per unit device without management	Device Per Month						
Non-Metro Deployment / ReDeployment Services	Per Deploy (Annual Est.)	Actual	2,751	2,751	2,751	2,751	2,751
Metro Deployment / ReDeployment Services	Per Deploy (Annual Est.)	Actual	7,254	7,254	7,254	7,254	7,254
Non-Metro Office Move	Per Move (Annual Est.)	Actual	168	168	168	168	168
Metro Office Move	Per Move (Annual Est.)	Actual	671	732	732	732	732
Peripherals Management	Peripheral Per Month	Actual	3,000	3,000	3,000	3,000	3,000
License Management	Device Per Month	4,000	30,015	30,015	30,015	30,015	30,015

Assumes volumes begin after Phase 1 Period

Virtual Desktop	Per VDI Per Month		1,406	3,063	4,344	4,500	4,500
Virtual Desktop - Onboarding (Per Device One-Time)	One-Time Events		2,250	1,500	750	-	-

**Attachment C to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH NTT DATA SERVICES, INC.
RESULTING FROM SOLICITATION NO. 0900000383**

HOSTING AGREEMENT

This Hosting Agreement (“Hosting Agreement”) is a Contract Document in connection with the Contract issued as a result of Solicitation No. 0900000383 (the “Contract” or “SW1019”) and entered into between NTT DATA, Inc. (“Vendor”) and the State of Oklahoma by and through the Office of Management and Enterprise Services (“State” or “Customer”), the terms of which are incorporated herein. This Hosting Agreement is applicable to any Customer Data stored or hosted by Vendor in connection with the Contract. Unless otherwise indicated herein, capitalized terms used in this Hosting Agreement without definition shall have the respective meanings specified in the Contract.

I. Definitions

- a. “Customer Data” shall mean all data supplied by or on behalf of Customer in connection with the Contract, excluding any confidential information of Vendor and its authorized subcontractors and suppliers.
- b. “Data Breach” shall mean the unauthorized access by an unauthorized person that results in the access, use, disclosure or theft of Customer Data.
- c. “Non-Public Data” shall mean Customer Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by Customer because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public Data includes any data deemed confidential pursuant to the Contract, otherwise identified by Customer as Non-Public Data, or that a reasonable person would deem confidential.
- d. “Personal Data” shall mean Customer Data that contains 1) any combination of an individual’s name, social security numbers, driver’s license, state/federal identification number, account number, credit or debit card number and/or 2) contains electronic protected health information that is subject to the Health Insurance Portability and Accountability Act of 1996, as amended.
- e. “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction by an unauthorized person of

information or interference with the hosted environment used to perform the services.

II. Customer Data

- a. Customer will be responsible for the accuracy and completeness of all Customer Data provided to Vendor by Customer. Customer shall retain exclusive ownership of all Customer Data. Non-Public Data and Personal Data shall be deemed to be Customer's confidential information. Vendor shall restrict access to Customer Data to their employees with a need to know (and advise such employees of the confidentiality and non-disclosure obligations assumed herein).
- b. Vendor shall promptly notify the Customer following receipt of any requests from unauthorized third parties which in any way might reasonably require access to Customer Data or Customer's use of the hosted environment. Vendor shall notify the Customer by the fastest means available and also in writing pursuant to Contract notice provisions and the notice provision herein. Except to the extent required by law, Vendor shall not respond to subpoenas, service or process, FOIA requests, and other legal request related to Customer without first notifying the Customer and obtaining the Customer's prior approval, which shall not be unreasonably withheld, of Vendor's proposed responses. Vendor agrees to provide its completed responses to the Customer with adequate time for Customer review, revision and approval.
- c. Vendor will use commercially reasonable efforts to prevent the loss of or damage to Customer Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any Customer Data that may be lost or damaged by Vendor. Vendor will promptly notify Customer of any loss, damage to, or unauthorized access of Customer Data. Vendor will use commercially reasonable efforts to reconstruct any Customer Data that has been lost or damaged by Vendor as a result of its negligence or willful misconduct. If Customer Data is lost or damaged for reasons other than as a result of Vendor's negligence or willful misconduct, Vendor, at the Customer's expense, will, at the request of the State, use commercially reasonable efforts to reconstruct any Customer Data lost or damaged.

III. Data Security

- a. Vendor will use commercially reasonable efforts, consistent with industry standards, to provide security for the hosted environment and Customer Data and to protect against both unauthorized access to the hosting environment, and unauthorized communications between the hosting environment and the Customer's browser. Vendor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against

unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Vendor applies to its own personal data and non-public data of similar kind.

- b. All Personal Data and Non-public Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Vendor is responsible for encryption of Personal Data.
- c. Vendor represents and warrants to the Customer that the hosting equipment will be routinely checked with a commercially available, industry standard software application with up-to-date virus definitions. Vendor will regularly update the virus definitions to ensure that the definitions are as up-to-date as is commercially reasonable. Vendor will promptly purge all viruses discovered during virus checks. If there is a reasonable basis to believe that a virus may have been transmitted to Customer by Vendor, Vendor will promptly notify Customer of such possibility in a writing that states the nature of the virus, the date on which transmission may have occurred, and the means Vendor has used to remediate the virus. Should the virus propagate to Customer's IT infrastructure, Vendor will undertake commercially reasonable efforts in assisting Customer to remediate the virus.
- d. Vendor shall provide its services to Customer and its users solely from data centers in the U.S. Storage of Customer Data at rest shall be located solely in data centers in the U.S. Vendor shall not allow its personnel or contractors to store Customer Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Vendor shall permit its personnel and contractors to access Customer Data remotely only as required to fulfill Vendor's obligations under the Contract.
- e. Upon reasonable notice not more than one per year and subject to agreement with respect to confidentiality and facility access, Vendor shall allow the Customer to audit conformance to the Contract terms. The Customer may perform this audit or contract with a third party at its discretion and at Customer's expense. Nothing herein shall preclude the state's ability to require additional audits in a single year so long as Customer can identify a commercially reasonable justification as it relates to the security of Customer Data.
- f. Vendor shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request. Vendor may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

IV. Security Assessment

- a. The State requires any entity or third-party vendor hosting Oklahoma Customer Data to submit to a State Certification and Accreditation Review process to assess initial security risk. Vendor submitted to the review and met the State's minimum security standards at time the Contract was executed. Failure to maintain the State's minimum security standards during the term of the Contract, including renewals, constitutes a material breach.
- b. To the extent Vendor requests a different sub-contractor than the third-party hosting vendor already approved by the State, the different sub-contractor is subject to the State's approval. Vendor agrees not to migrate State's data or otherwise utilize a different third-party hosting vendor in connection with key business functions that are Vendor's obligations under the Contract until the State approves the third-party hosting vendor's State Certification and Accreditation Review, which approval shall not be unreasonably withheld or delayed. In the event the third-party hosting vendor does not meet the State's requirements under the State Certification and Accreditation Review, Vendor acknowledges and agrees it may not utilize such third-party vendor in connection with key business functions that are Vendor's obligations under the Contract, until such third party meets such requirements.

V. Security Incident or Data Breach Notification: Vendor shall inform Customer of any Security Incident or Data Breach

- a. Vendor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. If a Security Incident involves Customer Data, Vendor will coordinate with Customer prior to making any such communication (except in emergency situations to address an active Security Incident or Data Breach).
- b. Vendor shall report a Security Incident to the Customer identified contact set forth herein within five (5) days of discovery of the Security Incident or within a shorter notice period required by applicable law or regulation (i.e. HIPAA requires notice to be provided within 24 hours).
- c. Vendor shall: (i) maintain processes and procedures to identify, respond to and analyze Security Incidents; (ii) make summary information regarding such procedures available to Customer at Customer's request, (iii) mitigate, to the extent practicable, harmful effects of Security Incidents that are known to Vendor; and (iv) documents all Security Incidents and their outcomes.

- d. If Vendor has reasonable belief or actual knowledge of a Data Breach, Vendor shall (1) promptly notify the appropriate Customer identified contact set forth herein within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

VI. Breach Responsibilities: This section only applies when a Data Breach occurs with respect to Personal Data or Non-Public Data within the possession or control of Vendor.

- a. Vendor, unless stipulated otherwise, shall promptly notify the Customer identified contact within 24 hours or sooner, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach. Vendor shall (1) cooperate with Customer as reasonably requested by Customer to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- b. Unless otherwise stipulated, if a Data Breach is a direct result of Vendor's breach of its obligation to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Vendor shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) credit monitoring services required by state or federal law; (4) a website or toll-free numbers and call center for affected individuals required by state law – (2), (3) and (4) not to exceed the agency per record per person cost calculated for data breaches in the United States on the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and (5) complete all corrective actions as reasonably determined by Vendor based on root cause.
- c. If a Data Breach is a direct result of Vendor's breach of its obligations to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Vendor shall indemnify and hold harmless the Customer against all penalties assessed to indemnified parties by governmental authorities in connection with the Data Breach. Indemnification obligations set forth in this section shall be considered damages stemming from confidentiality obligations or data security and breach notification obligations and subject solely to the Enhanced Cap limitations set forth in the Limitation of Liability provision of the Master Services Agreement, Section 16.2, and not the Exclusions section set forth in the Master Services Agreement, Section 16.3 .

VII. Notice: Contact information for Customer for notifications pursuant this Hosting Agreement are consistent with the Contract with a copy sent to:

Chief Information Officer
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

And

Chief Information Security Officer
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

And

OMES Information Services General Counsel
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

For immediate notice which does not constitute written notice:

OMES Help Desk

405-521-2444

helpdesk@omes.ok.gov

Attn: Chief Information Security Officer

VIII. Vendor Representations and Warranties: Vendor represents and warrants the following

- a. The product and services provided under this Hosting Agreement do not infringe a third party's patent or copyright or other intellectual property rights.
- b. Vendor will protect Customer's Non-Public Data and Personal Data from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own or its customers' confidential information and, in any event, will use no less than a reasonable degree of care in protecting such confidential information.
- c. The execution, delivery and performance of the Contract, the Hosting Agreement and any ancillary documents and the consummation of the transactions contemplated by the Contract or any ancillary documents by Vendor will not violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Vendor and any third parties retained or utilized by Vendor to provide goods or services for the benefit of the Customer.

- d. Vendor shall not knowingly upload, store, post, e-mail or otherwise transmit, distribute, publish or disseminate to or through the Hosting Environment any material that contains software viruses, malware or other surreptitious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any “copy-protected” devices, or any other harmful or disruptive program.

IX. Reserved.

X. Termination and Suspension of Service:

- a. In the event of a termination of the Contract, Vendor shall implement an orderly return of Customer Data in a mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of Customer Data.
- b. During any period of service suspension, Vendor shall not take any action to intentionally erase any Customer Data.
- c. In the event of termination of any services or agreement in entirety, Vendor shall not take any action to intentionally erase any Customer Data for a period of:
 - i. 10 days after the effective date of termination, if the termination is in accordance with the contract period
 - ii. 30 days after the effective date of termination, if the termination is for convenience
 - iii. 60 days after the effective date of termination, if the termination is for cause

After such period, Vendor shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited or otherwise stipulated, delete all Customer Data in its systems or otherwise in its possession or under its control.

- d. The State shall be entitled to any post termination assistance generally made available with respect to the services.
- e. Vendor shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the Customer. Data shall be permanently deleted and shall not be recoverable, according to National Institute of

Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to Customer.