



## Contract: ELECT-221005-SVRS

### STATEWIDE VOTER REGISTRATION SYSTEM (SVRS)

#### Exhibit J

### **ELECT SERVICE LEVEL AGREEMENTS (SLAs) FOR THE VIRGINIA STATEWIDE VOTER REGISTRATION AND ELECTION MANAGEMENT SYSTEM (SVRS)**

#### **Service Level Credits**

With the exceptions of SLAs #15, 16, and 17, related to Content Privacy and Security, which are effective with the first transfer of Content to the Supplier, the service levels described in this agreement become effective when the Virginia Statewide Voter Registration and Election Management System is moved into production (“Go-Live”).

Supplier recognizes ELECT is paying the Supplier to deliver certain services at specified service levels. If Supplier fails to meet any service level, then, in addition to other remedies available to ELECT, Supplier shall credit to ELECT the Service Level Credits provided in this Exhibit J, in recognition of the diminished value of the Services resulting from Supplier’s failure to meet the agreed upon level of performance, and not as a penalty.

In the event a Service Level Credit is owed, but no further invoices will be issued under the Contract, Supplier shall issue a refund to ELECT for the same amount as the Service Level Credit that would have been owed. Payment of any refund shall be made in the month immediately following the failure.

Monthly Service Level Credits to ELECT will not exceed 40% of the total monthly recurring fees owed by ELECT (“At Risk Amount”).

#### **Other Remedies Unaffected**

In addition to the Service Level Credits outlined in this Exhibit J, ELECT may exercise all available rights and remedies under law and equity.



#	Performance Standard	Measurement	Measurement Period	% Level	Remedy										
1	<b><u>Availability</u></b>  “ <b>Uptime</b> ” has the meaning set forth in §10 of the Contract, Service Levels and Remedies, and Reporting for Cloud Services.  “ <b>Available</b> ” has the meaning set forth in §10of the Contract, Service Levels and Remedies, and Reporting for Cloud Services.  “ <b>Excusable Downtime</b> ” has the meaning set forth in §10 of the Contract, Service Levels and Remedies, and Reporting for Cloud Services..	99.99%, less Excusable Downtime  Report to be provided: Service Level Performance Report, by the 5th <sup>th</sup> day of each month, Supplier will deliver to ELECT a report of the actual Uptime of the licensed service for the previous month.	Monthly	99.99%	<div>If actual Uptime is less than <b>99.99%</b>, Supplier shall credit ELECT the following percentage of the total recurring fees that would otherwise be owed by ELECT, under the contract during the month of such failure, based on the Uptime:</div> <table><tr><th>Uptime</th><th>Credit Percentage</th></tr><tr><td>&gt; 99.99%</td><td>0%</td></tr><tr><td>99.98 – 97%</td><td>10%</td></tr><tr><td>96.99 – 95%</td><td>25%</td></tr><tr><td>94.99 – 0%</td><td>40%</td></tr></table> <div>Such credit will be issued in the month immediately following the failure.</div> <div>In addition to the outlined monetary credits, ELECT may exercise any other rights set forth in the Contract.</div>	Uptime	Credit Percentage	> 99.99%	0%	99.98 – 97%	10%	96.99 – 95%	25%	94.99 – 0%	40%
Uptime	Credit Percentage														
> 99.99%	0%														
99.98 – 97%	10%														
96.99 – 95%	25%														
94.99 – 0%	40%														
2	<b><u>Failover</u></b>  Failover means the time it takes to transfer the solution from a failed component to a similar redundant	100% of application failures are successfully mitigated by	Monthly	100%	In the event that the system is not made available to Users within 15 minutes for each occurrence of failover,										



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	<p>component to mitigate disruption and maintain operations.</p> <p>Automatic failover takes place in less than 1 (one) minute; the failover activities shall complete and the system shall be available to ELECT and Application Users within 15 minutes.</p>	<p>completion of all failover activities within the required performance standards.</p> <p>Service Level Performance Report - on a monthly basis, by the 5<sup>th</sup> of the month, Supplier will deliver to ELECT a report of the failover rates of the licensed service for the previous month.</p>			<p>Supplier shall credit ELECT 20% of the total recurring fees that would otherwise be owed by ELECT under the applicable contract during the month of such failure. Such credit will be issued in the month immediately following the failure.</p>
3	<p><b><u>Incident Response and Resolution</u></b></p> <p>Incident Response and Resolution Time Service Levels will be performed in the time periods set forth below:</p> <p>Respond to problems with the solution identified by ELECT in no more than one (1) hour after notification.</p> <p>i) <b>Priority 1 / Critical</b> (entire location down or security threat or incident) corrected within four(4) hours;</p> <p>ii) <b>Priority 2 / High</b> (critical failure with certain processing interrupted or malfunctioning, but system able to process with ELECT approved workaround) corrected within thirty-six (36) hours;</p> <p>iii) <b>Priority 3 / Medium</b> (system functioning with minimal impact or malfunction, system able to process data) corrected within two (2) calendar days;</p>	<p>Monthly Incident Response and Resolution Performance Report - on a monthly basis, by the 5<sup>th</sup> of the month, Supplier will deliver to ELECT a report of all incidents occurring in the previous month, including a description of the incident and the response and resolution times.</p>	Monthly	99.99%	<p>If Supplier fails to meet the Response and Resolution Time requirements in any month, Supplier will develop a Remediation Plan within 30 days.</p> <p>If Supplier fails to meet the Response and Resolution Times, Supplier will credit 20% to ELECT of the total monthly fees that would otherwise be owed by ELECT, under the applicable contract during the month of such failure per instance the Response and Resolution time(s) are not met.</p>



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	<p><b>iv) Priority 4 / Low</b> (minor intermittent malfunctioning, system able to process data) corrected within three (3) calendar days.</p> <p>The level of severity (e.g., 1, 2, 3, etc.), shall be determined by ELECT.</p>				Supplier will credit ELECT an additional 5% per instance following the 2 <sup>nd</sup> month of consecutive service level failure. For example, third month credit amount will be 25%, fourth month credit will be 30%, and so on. Such credit will be issued in the month immediately following the failure.
4	<p><b><u>Standard Maintenance</u></b></p> <p>Except in cases of emergency, ELECT shall be provided a 2 (two) business day advance notification of maintenance and upgrades.</p> <p>Emergency means the maintenance and upgrades are of such a critical nature that Supplier not providing it immediately would present a security risk or other serious vulnerability to the solution or licensed services.</p>	Monthly Service Level Performance Report - on a monthly basis, by the 5th of the month, Supplier will deliver to ELECT a report of the notifications provided to ELECT for maintenance and upgrades performed the previous month.	Monthly	100%	<p>If Supplier fails to provide 2 (two) business days advanced notice of maintenance and upgrades, Supplier will develop a Remediation Plan within 30 days.</p> <p>In addition to developing and operationalizing a Remediation Plan, Supplier will credit ELECT 5% of the total recurring fees that would otherwise be owed by ELECT, under the applicable contract during the month of such failure and per instance Supplier does not notify ELECT of maintenance and upgrades 2 (two) business days in advance of such maintenance and upgrades. Such credit will be issued in the month immediately following the failure.</p>



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5	<b><u>Standard Maintenance</u></b>  Maintenance and upgrades are not to exceed <b>36</b> hours per month and cannot occur Monday through Friday, between the hours of 6:00 a.m. and 8:00 p.m. EST without advance written approval from ELECT.	Monthly Service Level Performance Report - on a monthly basis, by the 5th of the month, Supplier will deliver to ELECT a report of the duration, to include length of time/hours, for each maintenance and/or upgrades performed the previous month.	Monthly	100%	<p>If Supplier exceeds 36 hours in any month, Supplier will develop and operationalize a Remediation Plan within 30 days.</p> <p>In addition to developing and operationalizing a Remediation Plan, Supplier will credit 5% to ELECT of the total recurring fees that would otherwise be owed by ELECT, under the applicable contract, during the month of such failure. Such credit will be issued in the month immediately following the failure.</p>
6	<b><u>Standard Maintenance</u></b>  Supplier shall be required to notify ELECT in writing at least sixty (60) prior to of any planned change(s) or Update(s) to the Application; its functionality; Content storage/ backup/disaster recovery, including physical location; security architecture, features or settings; terminations and/or replacement of any Supplier subcontractor when such changes are not routine or minor, or when such changes have the potential to materially impact the secure and efficient use of the Application, as understood and agreed to between Supplier and ELECT at Contract award. The purpose of this notice is to allow sufficient time for Supplier and ELECT to discuss any technical/functional	Monthly Service Level Performance Report - on a monthly basis, by the 5th of the month, Supplier will deliver to ELECT a report of the planned change(s) or update(s) to the system performed the previous month, along with the	Monthly	100%	<p>If Supplier fails to report such planned change(s) or update(s) to the system, along with the required timeline in any month, Supplier will develop and operationalize a Remediation Plan within 30 days.</p> <p>In addition to developing and operationalizing a Remediation Plan, Supplier will credit ELECT 5% of the total recurring fees that would otherwise be owed by</p>



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	considerations and/or changes that would require action by the Commonwealth e.g. the proposed use of a new cloud provider, which would require an ECOS assessment, or an Update that would require the loss of use of functionality during a primary or election event.	notification date to ELECT.			ELECT, under the applicable contract during the month of such failure and per instance Supplier does not notify ELECT of such changes and updates 10 (ten) business days in advance of such changes and updates. Such credit will be issued in the month immediately following the failure.
7	<b><u>Operational Use</u></b>  The associated technical data, code, documentation and other necessary information about such system customizations shall be provided by Supplier to ELECT within 15 business days of the customizations' operational use.	Operational Details – within 15 business days of the customization to system being implemented and in operational use, Supplier will deliver to ELECT the details of the customization.	Within 5business days upon customization to system being Operational	100%	In the event that requested system customization details are not made available within 15 business days, a credit shall be applied against the next invoice for 5% of the corresponding pro-rated amount of the total recurring fees that would otherwise be owed by ELECT, under the applicable contract during the month of such failure. Such credit will be issued in the month immediately following the failure.
8	<b><u>Access Removal</u></b>  In the event ELECT is unable to remove access authorization of a system user, and requests assistance of Supplier, Supplier shall remove access authorization of said system user from its server within one (1) hour of receipt of such written notification from ELECT.	Monthly Service Level Performance Report - on a monthly basis, by the 5th of the month, Supplier will deliver to ELECT a report of access authorization	Monthly	100%	If Supplier fails to remove access to the system within one (1) hour, Supplier will develop and operationalize a Remediation Plan within 30 days.  In addition to developing and operationalizing a



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		removals performed the previous month, along with the notification timeline to ELECT.			Remediation Plan, Supplier will credit ELECT 10% of the total recurring fees that would otherwise be owed by ELECT, under the applicable contract during the month of such failure and per instance Supplier does not provide requested assistance to remove access authorization of a system user. Such credit will be issued in the month immediately following the failure.
9	<b><u>Provisioning</u></b>  In the event ELECT is unable to make incremental adds, access authorizations, moves or reductions, including disabled access updates, in the scope of the Licensed Service (e.g., USERIDs), and requests assistance of Supplier, Supplier complete such incremental adds, access authorizations, moves or reductions, within one (1) <b>business</b> hour of a written request (including e-mail or submission to Supplier's provisioning website) from ELECT.	Monthly Provisioning Report - on a monthly basis, by the 5th of the month, Supplier will deliver to ELECT a report of Provisioning Performed for the previous month.	Monthly	100%	In the event that Provisioning is not made available within one (1) business hour of the request, a credit shall be applied against the next invoice for 1% of the corresponding pro-rated amount of the total recurring fees that would otherwise be owed by ELECT, under the applicable contract during the month of such failure. Such credit will be issued in the month immediately following the failure.
10	<b><u>Modifications and Release Management</u></b>  During the course of the Contract, analyses and cost estimates for ELECT initiated modifications, configuration changes proposed, and change orders shall be completed by the Supplier at no additional	Modifications shall be documented and provided to the Supplier for analyses and cost estimation to be	Per instance.	100%	In the event that requested analyses and cost estimates are not made available within the timeframe prescribed, a credit shall be applied against the next invoice for 5% of the



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	<p>charge and provided in writing to ELECT, within ELECT prescribed timeframes (including turn-around timeframes as short as 72 hours including weekends and holidays).</p> <p>During the course of the Contract, analyses and cost estimates for proposed <b>legislative changes, and legislation related change orders</b> shall be completed by the Supplier at no additional charge and provided in writing to ELECT, within ELECT prescribed timeframes (including turn-around timeframes as short as 24 hours including weekends and holidays).</p>	completed in the timeframe prescribed by ELECT.			total recurring fees that would otherwise be owed by ELECT, per instance, under the contract during the month of such failure. Such credit will be issued in the month immediately following the failure.
11	<p><b><u>Vulnerabilities</u></b></p> <p>Scanning for vulnerabilities is performed every thirty (30) days; vulnerabilities identified by the supplier, ELECT or other third-party, shall be remediated within thirty (30) days, unless ELECT provides a written extension prior to the expiration of the thirty (30) day period.</p>	<p>The Supplier shall remediate legitimate vulnerabilities within thirty (30) days in accordance with <a href="#">SEC-525 Hosted Information Security Standard</a> RA-5 VULNERABILITY SCANNING, unless ELECT provides a written extension prior to expiration of the thirty (30) day period.</p>	Monthly	100%	<p>In the event that ELECT determines the service commitment has not been met (vulnerability(ies) has(ve) not been remediated within 30 days), ELECT will require that the Supplier immediately remediate the vulnerability(ies)**.</p> <p>If Supplier fails to remediate vulnerabilities within the required timeline, Supplier will credit 40% to ELECT of the total recurring fees that would otherwise be owed by ELECT, under the applicable contract during the month of such failure. Such credit will be issued in the month immediately following the failure.</p> <p>**Failure to immediately remediate vulnerabilities not</p>





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					previously remediated within thirty (30) days could be grounds for termination.
12	<b><u>RESERVED.</u></b>				
13	<b><u>Licensed Services Reporting</u></b>  In addition to the SLA reporting previously mentioned, the following reporting shall be provided by the Supplier:  i) System/Application Patching Compliance Report – a report that illustrates that the supplier has installed security relevant software and firmware updates within 30 days of the release of the updates.  ii) Scanning Reports that illustrate vulnerability scanning of Cloud Service Providers Operating System/Infrastructure, databased and web applications.	<u>Monthly</u> Reporting - on a monthly basis, by the <b>5th</b> of the month, Supplier will deliver each report to ELECT, for the previous month.	Monthly	100%	In the event that Reporting SLA is not met, ELECT will require that the Supplier immediately remediate the issue by producing a report out-of-cycle.  If Supplier fails to provide the <u>monthly</u> reporting within the required timeline, Supplier will credit to ELECT 5% of the total recurring fees that would otherwise be owed by ELECT, under the applicable contract during the month of such failure. Such credit will be issued in the month immediately following the failure.
14	<b><u>Licensed Services Reporting</u></b>  In addition to the SLA reporting previously mentioned, the following reporting shall be provided by the Supplier:  i) Summary of Intrusion Detection and Prevention Scans that demonstrates the Supplier protects ELECT data with intrusion monitoring tools from unauthorized access, modification and deletion.	<u>Quarterly</u> Reporting - on a quarterly basis, by the <b>5th</b> of the first month of the calendar quarter, Supplier will deliver each report to ELECT, for the previous quarter.	Quarterly	100%	In the event that Reporting SLA is not met, ELECT will require that the Supplier immediately remediate the issue by producing a report out-of-cycle.  If Supplier fails to provide the <u>quarterly</u> reporting within the required timeline, Supplier will credit 5% to ELECT of the total recurring fees that would



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					otherwise be owed by ELECT, under the applicable contract during the month of such failure. Such credit will be issued in the month immediately following the failure.
15	<b><u>Content Privacy and Security</u></b>  Within <b>30 calendar</b> days after the expiration or termination of this Contract, Supplier shall confirm in writing to ELECT that all content has been removed from all systems where the Content resided during performance of this Contract in a manner that complies with and/or exceeds the Commonwealth Data Removal standard located at the following URL:  <a href="https://www.vita.virginia.gov/policy--governance/itrm-policies-standards/">https://www.vita.virginia.gov/policy--governance/itrm-policies-standards/</a>	Content Privacy and Security – within <b>30 calendar</b> days of Contract expiration or termination, Supplier will deliver to ELECT, in writing, the removal of all ELECT content and Commonwealth data from their systems.	Within <b>30 calendar</b> days of Contract expiration or termination	100%	In the event that the removal of all ELECT content and Commonwealth data from their systems are not complete within the timeframe, a credit shall be applied against the next invoice for <b>5%</b> of the corresponding pro-rated amount of the total recurring fees that would otherwise be owed by ELECT, under the applicable contract during the month of such failure
16	<b><u>Content Privacy and Security</u></b>  Supplier shall have <b>15 business</b> days to cure its noncompliance with the requirements of the Contract related to content privacy and security, or with agreement from ELECT and VITA, in its governance role, may request a reasonable extension for time to cure providing ELECT, and a copy to VITA at: <a href="mailto:enterpriseservices@vita.virginia.gov">enterpriseservices@vita.virginia.gov</a> , with a written plan of action to cure.	Content Privacy and Security – within <b>15 business</b> days Supplier will have the noncompliance addressed or the Supplier will deliver to ELECT the written plan of action to cure ELECT noncompliance issue.	Within 30 calendar days of notification of non compliance	100%	In the event that the Supplier hasn't addressed the noncompliance or provided the written plan of action to cure the noncompliance, a credit shall be applied against the next invoice for <b>15%</b> of the corresponding pro-rated amount of the total recurring fees that would otherwise be owed by ELECT, under the applicable contract during the month of such failure



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17	<b><u>Content Privacy and Security</u></b>  Supplier shall provide a report to confirm the exact geographic location of any Content not stored in a Commonwealth facility monthly.	Monthly Reporting - on a monthly basis, by the <b>5th</b> of the month, Supplier will deliver the geographic location of content to ELECT, for the previous month.	Monthly	100%	<p>In the event that Reporting SLA is not met, ELECT will require that the Supplier immediately remediate the issue by producing a report out-of-cycle.</p> <p>If Supplier fails to provide the monthly reporting within the required timeline, for each such instance, Supplier will credit 10% to ELECT of the total recurring fees that would otherwise be owed by ELECT, under the applicable contract during the month of such failure.</p>