

Exhibit X —

# *Technical Support, Engineering Access, AI & Data Requirements*

Vendor requirements for technical support access, service level remedies, artificial intelligence transparency, and data governance for sovereign tribal procurement.

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## PURPOSE OF THIS EXHIBIT

This exhibit establishes binding technical, operational, and governance requirements for vendors responding to this RFP. Requirements in this exhibit are non-negotiable unless explicitly marked otherwise. Vendors must respond to each section in writing. Non-responsive or vague answers will be deemed non-compliant.

## SECTION 1

### **Technical Support & Engineering Access**

Vendor must provide 24x7x365 support for Severity 1 (Critical) incidents and business-hours support for non-critical issues, with response times defined by severity.

Vendor must provide direct access to vendor engineering resources without mandatory account manager, customer success, or sales intermediary for technical escalations.

### Named Technical Roles

Vendor must provide named technical roles including:

- Technical Account Manager (TAM) or equivalent
- Integration Engineer (API, SSO, data integrations)
- Engineering Escalation Manager

Vendor must support live troubleshooting sessions with engineering resources for Severity 1 and Severity 2 incidents.

Vendor must disclose its support model, including what percentage of issues are handled by frontline support versus engineering, and how escalations are triggered.

### Contractual Remedies and Service Credits

Failure to meet SLA response or engineering engagement requirements will result in service credits applied to the next invoice. Credits are automatic and do not require a formal claim.

SEVERITY 1 — CRITICAL	Credit
Missed response SLA	10% of monthly recurring fees per occurrence
Failure to engage engineering within SLA	Additional 10%
Failure to deliver RCA within required timeframe	Additional 5%
<b>Maximum credit per incident</b>	<b>30%</b>

SEVERITY 2 — HIGH	Credit
Missed response SLA	5% of monthly recurring fees per occurrence
Failure to engage engineering within SLA	Additional 5%
<b>Maximum credit per incident</b>	<b>15%</b>

**Repeated SLA failures constitute material breach** and may result in contract termination for cause. Service credits do not limit the Nation's right to pursue other contractual or legal remedies.

## SECTION 2

# Artificial Intelligence & Advanced Analytics Requirements

The following requirements apply to any platform feature that uses artificial intelligence, machine learning, algorithmic decision-making, or predictive analytics — whether presented as a core feature or optional capability.

## AI Transparency and Disclosure

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Vendor must provide a clear and complete description of all AI or machine-learning capabilities used in the platform, including:

- Use cases (e.g., summarization, clustering, sentiment analysis, duplicate detection)
- Whether AI features are optional or enabled by default
- Model types used (proprietary, open-source, or third-party)
- Whether AI inference occurs within vendor infrastructure or via third-party services

**Marketing descriptions without technical explanation will be deemed non-responsive.**

## Data Usage and Model Training Restrictions

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- Tribal Nation data shall not be used to train shared, generalized, or third-party AI models.
- Data may only be used for inference to deliver contracted functionality.
- Vendor must confirm that customer data is logically and physically isolated from other customers for AI processing.

## Human-in-the-Loop and Explainability

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The platform must support:

- Human review and override of AI-generated outputs
- Visibility into AI-derived classifications, tags, scores, or summaries
- Audit trails indicating whether outputs were AI-generated or manually assigned

**Black-box AI outputs without explanation or override capability are not acceptable.**

## AI Output Ownership and Portability

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All AI-generated artifacts derived from Nation data — including but not limited to:

- Summaries
- Topics
- Tags
- Sentiment scores
- Embeddings or derived metadata
- **are the property of the Nation and must be exportable in non-proprietary formats.**

## AI Governance and Risk

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Vendor must describe:

- Bias mitigation strategies
- Confidence scoring or uncertainty handling
- AI failure modes and fallback behaviors
- Process for notifying the Nation of material changes to AI models or behavior

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### SECTION 3

## Data Ownership, Access & Governance

### FOUNDATIONAL PRINCIPLE

*All data generated or processed by the platform is the sole property of the the Nation. This is not negotiable.*

Vendor must provide direct access to data via APIs or secure exports sufficient to support near real-time analytics and reporting. No additional licensing fees may be charged for data access.

### Data Dictionary Requirements

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Vendor must provide and maintain a complete data dictionary, including:

- Tables, fields, and data types
- Field descriptions and usage
- Key relationships

Vendor must provide at least **60 days advance notice** of schema changes, deprecations, or data model modifications.

### Contract Termination — Data Return

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Upon contract termination, vendor must:

- Provide full data export within 30 days
- Deliver data in open, non-proprietary formats
- Certify deletion of remaining copies within vendor-controlled systems

**Vendor shall not impose technical or contractual barriers to data migration.**

**VENDOR RESPONSE REQUIREMENTS**

Vendors must provide written responses to each section of this exhibit. Responses must be specific, technically accurate, and suitable for incorporation by reference into the final contract. Vague, marketing-oriented, or incomplete responses will result in disqualification from scoring.

*Questions regarding this exhibit: [info@tribal-technology.com](mailto:info@tribal-technology.com)*