

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)*