

Exhibit 1 Definitions

Term	Definition
Accept, Acceptance, or Accepted	Means AOC's written acceptance of any Deliverable, which may be given or withheld in accordance with the Agreement.
Affiliate(s)	Means with respect to an entity, any other entity that directly or indirectly controls, is influenced by, or is under common control with that entity at the time in question. Affiliate also includes any member of the immediate family of any such employee.
AOC Confidential Information	Means Confidential Information of AOC, Work Product, attorney-client privileged materials, attorney work product, research information, information that contains trade secrets, human resources and personnel information, or other information or data obtained, observed, received, transmitted, processed, stored, archived or maintained by Contractor under this Agreement.
AOC Contract Manager	Means the individual to whom all Contractor communications concerning this Agreement may be addressed, designated by AOC.
AOC Indemnatee(s)	Has the meaning given to it in Section 14.1 of the Master Services Agreement.
AOC Standard(s)	Means (i) the standards, policies, practices, processes, procedures and controls to be adhered to and enforced by Contractor in the performance of the Services, including those identified in this Agreement, and (ii) the associated IT technologies architectures, standards, products, and systems to be provided, operated, managed, supported and/or used by Contractor in connection therewith.
Audit Period	Has the meaning given to it in Section 8 of the Master Services Agreement.
Business Day	Means each day from Monday through Friday 7:00 a.m. through 6:00 p.m. (Pacific Time), excluding holidays recognized in the State of Nevada.
Change Request	Means a formal proposal for an alteration to the systems components or deliverables.
Charges	Means the fixed charges and fees for Contractor's provision of the Services.

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Confidential Information	Means (i) all information marked confidential, restricted or proprietary by either Party, (ii) any Highly-Sensitive Personal Information, and (iii) any other information that is treated as confidential by the disclosing Party and would or should reasonably be understood to be confidential, whether or not so marked. Contractor's Confidential Information shall not include Confidential Information of AOC; provided, however, that characterization of information as Confidential Information of Contractor shall not limit or restrict the rights of AOC to exercise its rights (including rights related to auditing and benchmarking) provided for under this Agreement.
Contract Records	Has the meaning given to it in Section 8(a) of this RFP.
Contract Year	Means each AOC Fiscal Year during the Term. If any Contract Year is less than twelve (12) months, the rights and obligations under this Agreement that are calculated on a Contract Year basis will be proportionately adjusted for such shorter period.
Contractor Data	Means any data or information provided by or on behalf of Contractor, its Affiliates, its or their Subcontractors or agents, and any statistical or usage information regarding usage of the Services, and other similar anonymized and aggregated data.
Contractor Personnel	Means those employees, representatives, contractors, Subcontractors, and agents of Contractor.
Court	Means the Supreme Court of Nevada.
Deliverable	Means any items described in the Statement of Work that constitutes a pay point and is developed for, on behalf of, or provided to, AOC in the course of Contractor's performance of the Statement of Work or a Change Request.
Fiscal Quarter	AOC Fiscal Quarters end on September 30, December 31, March 31, and June 30.
Fiscal Year	AOC Fiscal Year commences on July 1 and ends on June 30.
Force Majeure Event	Has the meaning given to it in Section 15.2(a) of the Master Services Agreement.
Government	United States government
IIRIRA	Means the Illegal Immigration Reform and Immigrant Responsibility Act of 1996.

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Initial Term	Has the meaning given to it in Section 3(a) of the Master Services Agreement.
Intellectual Property Right	Means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, privacy, proprietary, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
Kickback(s)	Means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.
Losses	Means all costs, losses, liabilities, damages (including punitive and exemplary damages), fees (including attorneys' fees), fines, penalties, settlements, judgments, interest and claims (including taxes), in each case that a court may award to a Party or Third Party or which are otherwise included in the amount payable to a Party or Third Party and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, experts, settlement, judgment, interest and penalties), as incurred.
Materials	Means all reports, management plan, issue management plan, project deployment plan, project schedule, configuration plan, stakeholder outreach, communication plan, any other plans, artifacts, formulae, algorithms, processes, process improvements, procedures, designs, concepts, methodologies, trade secrets, technology, equipment, Software (in both object and source code form), databases, Specifications and all records thereof, including documentation, design documents and analyses, interface documentation, studies, tools, plans, models, flow charts, reports and drawings.
Notice of Election	Has the meaning given to it in Section 14.4(a) of the Master Services Agreement.
NRS	Means Nevada Revised Statutes
Quality Assurance	Means the actions, planned and performed, to provide confidence that all processes, Systems, Software, and components that influence the quality of the Services are working as expected.
Invoice	Has the meaning given to it in Section 10 of the Master Services Agreement.
Receiving Party	Means a Party receiving Confidential Information of the other Party.
Renewal Term	Has the meaning given to it in Section 3(b) of the Master Services Agreement.

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Services	Means all services, deliverables, functions and responsibilities to be performed by Contractor under this Agreement and all incorporated Statement(s) of Work, including, but not limited to, including any New Services, and Transition Assistance.
Software	Means all Materials consisting of Software programs and programming (and all modifications, replacements, upgrades, enhancements, documentation, materials and media related thereto), including antivirus software, application software, development tools, and system software.
Specifications	Means the technical, design and/or functional specifications in AOC's description of any Services in the Statement of Work or otherwise agreed upon in writing by the Parties.
Subcontractors	Means subcontractors (of any tier) of Contractor, including Affiliates of Contractor, performing, supporting, or maintaining the Services under this Agreement pursuant to Section 7.3 of the Master Services Agreement.
System	Means an interconnected grouping of manual or electronic processes, including Software and associated attachments, features, accessories, peripherals and cabling, and all additions, modifications, substitutions, upgrades or enhancements to such System and all Systems installed for AOC or any Customer during the Term.
Technology Evolution	Means any improvement, upgrade, addition, modification, replacement, or enhancement to the standards, policies, practices, processes, procedures, methods, controls, scripts, product information, technologies, architectures, equipment, Software, systems, tools, products, transport systems, interfaces, and personnel skills available to provide the Services in line with the industry practices of comparable leading providers of services that are the same as or similar to the Services. Technology Evolution includes, as relating to such items for such purpose: higher capacity, further scaling and commercializing of processes, more efficient and scalable processes, new versions and types of applications and systems/network Software, new operational or IT Infrastructure processes, and new types of hardware and communications equipment that shall enable Contractor to perform the Services more efficiently and effectively as well as enable AOC to meet and support its operational requirements and strategies.
Term	Has the meaning given to it in Section 3 of the Master Services Agreement.
Third Party	Means a legal entity, company, or person(s) that is not a Party to this Agreement and is not an Affiliate of a Party.

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Third Party Materials	Means Materials that are owned by Third Parties, including any Subcontractors that are Third Parties, and provided under license or lease to Contractor and that (i) have been or will be used to provide or receive the Services, or (ii) constitute programs or programming licensed and/or leased to Contractor during the Term.
Warranty Period	Means the period commencing on the Effective Date and continuing until the date that is three hundred sixty-five (365) days after the end of the Term.