



Information Technology Software Contract

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

LOGI Analytics, Inc.

INFORMATION TECHNOLOGY SOFTWARE CONTRACT

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INFORMATION TECHNOLOGY SOFTWARE CONTRACT

THIS INFORMATION TECHNOLOGY Software CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency ("VITA") pursuant to § 2.2-2012 of the *Code of Virginia* and on behalf of the Commonwealth of Virginia, and Logi Analytics, Inc. ("Supplier"), a Delaware corporation having its principal place of business located at 7900 Westpark Drive, Suite T107, Mclean, Virginia 22102 to be effective as of June 22, 2018 ("Effective Date").

1. PURPOSE AND SCOPE

This Contract sets forth the terms and conditions under which Supplier shall provide Products and Services to the Authorized Users.

2. DEFINITIONS

A. Agent

Any third party independent agent of any Authorized User.

B. Authorized Users

Except for telecommunications contracts, means all public bodies, including VITA, as defined by § 2.2-4301 and referenced by § 2.2-4304 and § 2.2-2012 of the *Code of Virginia*. Authorized Users shall include private institutions of higher education that are listed at:

<http://www.cicv.org/Our-Colleges/Profiles.aspx>. All Authorized Users will be set forth on an applicable Statement of Work.

C. Business Day/Hour

Normal operating hours for the Commonwealth of Virginia: Monday-Friday, 8 a.m.-5 p.m. Eastern Standard/Daylight Time, unless otherwise specified on the applicable order or Statement of Work, excluding Commonwealth-designated holidays.

D. Computer Virus

Any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, alter or disrupt any computer program, firmware, or hardware or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information accessed through or processed by such software in any manner.

E. Confidential Information

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other Party in connection with or as a result of discussions related to this Contract or any order or SOW issued hereunder, and which at the time of disclosure either:

(i) is marked as being "Confidential" or "Proprietary";

(ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party; or

(iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party

F. Deliverable

The Product or other tangible embodiment of the work performed or the Services provided by the Supplier in fulfilling its obligations under the Contract or as identified in the applicable Statement of Work or order, including the development or creation of Work Product, if Work Product is authorized under the Contract.

G. Documentation

Those materials (including user manuals, training materials, guides, product descriptions, technical manuals, product specifications, supporting materials and Updates) detailing the information and instructions needed in order to allow any Authorized User and its Agents to make productive use of any Product Software, Deliverable, or Service provided by Supplier in fulfilling its obligations under the Contract or as may be specified in any Statement of Work or order issued hereunder.

H. Electronic Self-Help

Any use of electronic means to exercise Supplier's license termination rights, if allowable pursuant to the Contract, upon breach or cancellation, termination or expiration of this Contract or any Statement of Work or order placed hereunder.

I. Maintenance Coverage Period (MCP)

The term during which Maintenance is to be provided for a unit of Software.

J. Maintenance Level

The defined parameters of Maintenance Services, including the times during which and time-frames in which Supplier shall respond to a request for Maintenance Services. The available Maintenance Levels shall be as defined in Exhibit F hereto

K. Maintenance Services (or "Maintenance" or "Software Maintenance")

If authorized by the Contract, means those services, preventive and remedial, provided or performed by Supplier under the Contract or for an Authorized User in order to ensure continued operation of the Software, including Updates. Maintenance Services are described in Exhibit F hereto. Maintenance Services do not include Support Services, which are separately defined and priced. Software Maintenance Services may include the development of Work Product, if so authorized in the Contract.

L. Party

Supplier, VITA or any Authorized User.

M. Product. Supplier's business intelligence Software as described in Exhibit B.

N. Realized Sales

Sales under this Contract for which Supplier has received full and complete payment from an Authorized User.

O. Receipt

An Authorized User or its Agent has physically received or has unfettered access to any Deliverable at the correct delivery or "ship-to" location. For Products and Deliverables to be delivered by electronic mail, the Authorized User is deemed to have received the Product or Deliverable when the electronic mail is delivered to the Authorized User's inbox.

P. Requirements

The functional, performance, operational, compatibility, and other parameters, specifications, and characteristics of the Product, Software, Service, or Deliverables, as authorized by the Contract and/or as set forth in the applicable Statement of Work or order and such other parameters, characteristics, or performance standards that may be agreed upon in writing by the Parties.

Q. Services

Any work performed or service provided by Supplier in fulfilling its obligations under the Contract or, as applicable, any Statement of Work or order issued under the Contract, including Maintenance Services and Support Services.

R. Software

Software means the software Products identified in Exhibit B provided by Supplier under the Contract or any SOW issued hereunder as a component(s) of any Deliverable, and any subsequent modification of such programs and code, excluding Work Product. For commercial off the shelf (boxed) software, means the programs . Software also includes the programs provided by Supplier under the Contract or any order or SOW issued hereunder in the form of Updates.

S. Software Publisher

If Software is authorized under the Contract, means the licensor of the Software, other than Supplier, provided by Supplier under this Contract.

T. Statement of Work (SOW)

Any order (including any order placed electronically or as otherwise authorized in Section 11.B hereto) or a document in substantially the form of Exhibit D (describing the Deliverables, due dates, assignment duration and payment obligations for a specific project, engagement, or assignment that Supplier commits to provide to an Authorized User), which, upon signing by both Parties, shall be deemed a part of the Contract.

U. Subcontractor

Any group or person that furnishes supplies or services to the Commonwealth on behalf of Supplier or another Subcontractor in performance of this Contract.

V. Supplier

Means the Supplier and its employees.

W. Support Services. Support Services are those services described in Exhibit F.**X. Update**

As applicable, any update, modification or new iteration of the Software or a Product that Supplier makes generally available to its customers at no additional cost, provided that customer has purchased Maintenance Services. Updates include patches, fixes, upgrades, enhancements, improvements, or access mode, including without limitation additional capabilities to or otherwise improve the functionality, increase the speed, efficiency, or base operation of the Software.

Y. Work Product

Inventions, combinations, machines, methods, formulae, techniques, processes, improvements, software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship (collectively, the "Work Product") discovered, created, or developed by Supplier, or jointly by Supplier and an Authorized User(s) in the performance of this Contract or in the performance of an applicable Statement of Work. Work Product shall not include configuration of software.

3. TERM AND TERMINATION**A. Contract Term**

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of three (3) years. The Parties, upon mutual agreement, may extend this Contract for up to five (5) additional one (1) year periods after the expiration of the initial three (3) year period. VITA will issue a written notification to the Supplier stating its desire to enter into an extension period thirty (30) days prior to the expiration of any current term. In addition, performance of an order or SOW issued during the term of this Contract may survive the expiration of the term of this Contract, in which case all contractual terms and conditions required for the operation of such order or SOW shall remain in full force and effect until all of Supplier's obligations pursuant to such order or SOW have been satisfied.

B. Termination for Convenience

VITA may terminate this Contract, in whole or in part, or any order or SOW issued hereunder, in whole or in part, or an Authorized User may terminate an order or SOW, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason. However, VITA will not exercise the right to terminate this Contract or any SOW for convenience pursuant to this paragraph 3(B) within the first 12 months after the Effective Date. If VITA elects to terminate this Contract for convenience, all amounts due at the time of termination will become payable. All active Sows will continue until the end of their respective terms and all payments due on any active SOWs, to the extent not yet paid, will become payable as of the date of termination.

C. Termination for Breach or Default

VITA shall have the right to terminate this Contract, in whole or in part, or any order or SOW issued hereunder, in whole or in part, or an Authorized User may terminate an order or SOW, in whole or in part, for breach and/or default of Supplier. Supplier shall be deemed in breach and/or default in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order or SOW issued hereunder.

If VITA deems the Supplier to be in breach and/or default, VITA shall provide Supplier with notice of breach and/or default and allow Supplier thirty (30) days to cure the breach and/or default. If Supplier fails to cure the breach as noted, VITA may immediately terminate this Contract or any order or SOW issued hereunder, in whole or in part. If an Authorized User, as listed in a Statement of Work, deems the Supplier to be in breach and/or default of an order or SOW, such Authorized User shall provide Supplier with notice of breach and/or default and allow Supplier thirty (30) days to cure the breach and/or default. If Supplier fails to cure the breach and/or default as noted, such Authorized User may terminate its order or SOW, in whole or in part within thirty (30) days after receiving written notice thereof. Any such termination shall be deemed a Termination for Default. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352 or if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs, VITA may immediately terminate this Contract, in whole or in part, for breach, and VITA shall provide written notice to Supplier of such termination. Supplier shall provide prompt written notice to VITA if Supplier is charged with violation of 31 USC 1352 or if federal debarment proceedings are instituted against Supplier.

D. Termination for Non-Appropriation of Funds

All payment obligations from public bodies under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. It is the responsibility of VITA and/or any Authorized User to ensure that it has adequate appropriations when placing any order or SOW for current Deliverables. For purposes of future Deliverables, in the event of non-availability of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate this Contract, in whole or in part, or any order or SOW, in whole or in part, or an Authorized User may terminate an order or SOW, in whole or in part, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible.

E. Effect of Termination

Upon termination, neither the Commonwealth, nor VITA, nor any Authorized User shall have any future liability for Products and Deliverables not yet delivered.

F. Termination by Supplier

Termination by Supplier will not be considered.

G. Transition of Services

Prior to or upon expiration or termination of this Contract and at the request of VITA or any Authorized User, Supplier shall provide all assistance as VITA or such Authorized User may reasonably require to transition Services to any other supplier with whom VITA or such Authorized User contracts for provision of same. This obligation may extend beyond expiration or

termination of the Contract for a period not to exceed six (6) months. In the event of a termination for breach and/or default of Supplier, Supplier shall provide such assistance at no charge or fee to VITA or any Authorized User; otherwise, Supplier shall provide such assistance at a reasonable hourly rate or a charge agreed upon by Supplier and VITA or an Authorized User.

H. Contract Kick-Off Meeting

Within 30 days of Contract award, Supplier may be required to attend a contract orientation meeting, along with the VITA contract manager/administrator, the VITA and/or other agency project manager(s) or authorized representative(s), technical leads, VITA representatives for SWaM and Sales/Industrial Funding Adjustment (IFA) reporting, as applicable, and any other significant stakeholders who have a part in the successful performance of this Contract. The purpose of this meeting will be to review all contractual obligations for both parties, all administrative and reporting requirements, and to discuss any other relationship, responsibility, communication and performance criteria set forth in the Contract. The Supplier may be required to have its assigned account manager as specified in Section 6.0 and a representative from its contracts department in attendance. The time and location of this meeting will be coordinated with Supplier and other meeting participants by the VITA contract manager. VITA will pay for all reasonable expenses associated with Supplier's attendance at this meeting, which shall be pre-approved in advance, or, should VITA not want to incur costs, Supplier may attend remotely.

I. Contract Closeout

Prior to the contract's expiration date, Supplier may be provided contract close out documentation and shall complete, sign and return to VITA Supply Chain Management within 30 days of receipt. This documentation may include, only as applicable, but not be limited to: Patent/Royalty Certificate, Tangible Property/Asset Certificate, Escrow Certificate, SWaM Subcontracting Certification of Compliance, Sales Reports/Industrial Funding Adjustments (IFA) Payments Completion Certificate, and Final Payment Certificate. Supplier is required to process these as requested to ensure completion of close-out administration and to maintain a positive performance reputation with the Commonwealth of Virginia. Any closeout documentation not received within 30 days of Supplier's receipt of the Commonwealth's request will be documented in the contract file as Supplier non-compliance. Supplier's non-compliance may affect any pending payments due the Supplier, including final payment, until the documentation is returned.

4. SUPPLIER PERSONNEL

A. Selection and Management of Supplier Personnel

Supplier shall take such steps as may be necessary to ensure that all Supplier personnel performing under this Contract are competent and knowledgeable of the contractual arrangements and any applicable SOWs between Authorized Users and Supplier. Supplier shall be solely responsible for the conduct of its employees, agents, and subcontractors, including all acts and omissions of such employees, agents, and subcontractors, and shall ensure that such employees and subcontractors comply with the appropriate Authorized User's site security, information security and personnel conduct rules, as well as applicable federal, state and local laws, including export regulations. Authorized User reserves the right to require the immediate removal from such Authorized User's premises of any employee, subcontractor or agent of Supplier whom such Authorized User believes has failed to comply with the above or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

B. Supplier Personnel Supervision

Supplier acknowledges that Supplier or any of its agents, contractors, or subcontractors, is and shall be the employer of their respective personnel, and shall have sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of, provide (to the extent required by law) health care and other benefits for, and terminate the employment of their respective personnel. Neither VITA nor any Authorized User shall have any such responsibilities for Supplier or subcontractor personnel.

C. Key Personnel

A SOW may designate certain of Supplier's personnel as Key Personnel or Project Managers. Supplier's obligations with respect to Key Personnel and Project Managers shall be described in the applicable SOW. Failure of Supplier to perform in accordance with such obligations may be deemed a default of this Contract or of the applicable SOW.

D. Subcontractors

Supplier shall not use subcontractors to perform its contractual obligations under the Contract or any order or SOW issued thereunder unless specifically authorized in writing to do so by the Authorized User. If an order or SOW issued pursuant to this Contract is supported in whole or in part with federal funds, Supplier shall not subcontract to any subcontractor that is a party excluded from Federal Procurement and Nonprocurement Programs. In no event shall Supplier subcontract to any subcontractor which appears on (1) the Virginia Vendor Debarment List (available at <https://eva.virginia.gov/library/files/buyers/debarred.pdf>), as updated from time to time or (2) the Virginia Department of Taxation Prohibited Vendor List (available at <https://eva.virginia.gov/library/files/buyers/Prohibited-Listing.pdf>), as updated from time to time.

If Supplier subcontracts the provision of any performance obligation under this Contract to any other party, Supplier (i) will act as prime contractor and shall be the sole point of contact with regard to all obligations under this Contract, and (ii) hereby represents and warrants that any authorized subcontractors shall perform in accordance with the requirements of any SOW under which they are performing.

5. NEW TECHNOLOGY**A. Access to New Technology**

Supplier will bring to VITA's attention any new products or services within the scope of the Contract that it believes will be of interest to VITA and will work to develop proposals for the provision of any such products or services as VITA requests.

6. SOFTWARE LICENSE

If Authorized User is an agency as defined by § 2.2-2006 of the *Code of Virginia*, or a legislative, judicial or independent agency of the Commonwealth, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the *Code of Virginia*, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body. If Authorized User is a private institution of higher education which is listed at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>, the license shall be held by that private institution. It shall be the responsibility of VITA to determine the appropriate license holder.

A. License Grant

Supplier grants to the Commonwealth and all Authorized Users a fully paid right and license to use the Software or any purchased Product consistent with the terms of Supplier's End User License Agreement ("EULA"), attached hereto as Exhibit H. This EULA shall be modified by the VITA License Agreement Addendum, attached hereto as Exhibit I. The Software is the property of Supplier, and no title or ownership of the Software or any of its parts, including Documentation, shall transfer to the Commonwealth or any Authorized User.

The Commonwealth and all Authorized Users shall have the right to use, copy, modify, transmit and distribute the Software for government use and purposes only, provided that each Authorized User must have a valid license. Neither VITA nor any Authorized User shall distribute copies of the Software absent the Software being purchased under an SOW..

The Commonwealth and any Authorized User may allow access to the Software by third party vendors who are under contract with an Authorized User to provide services to or on behalf of such Authorized User, or by other entities as required for conducting the business of government.

Access strictly includes loading or executing the Software on behalf of such Authorized Users or their Agents.

An Authorized User may make a reasonable number of copies of the Documentation for use in training, support, demonstrations, backup, archiving, disaster recovery and development. Such Authorized User agrees that any copies of the Documentation that it makes under this Contract shall bear all copyright, trademark and other proprietary notices included therein by Supplier.

Non-production copies of Software may be purchased for use in training, support, demonstrations, backup, archiving, disaster recovery and development.

Except as expressly authorized, an Authorized User shall not distribute the Software to any third party without Supplier's prior written consent.

No Party shall reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any software or other intellectual property of any other Party.

Nothing contained herein shall be construed to restrict or limit the rights of the Commonwealth or any Authorized User to use any technical data, which the Commonwealth or such Authorized User may already possess or acquire under proper authorization from other sources.

Compliance with the terms and conditions of any license granted pursuant to this Contract is the responsibility of the Authorized User which purchased such license or for which such license was purchased, as will be reflected in the applicable order or SOW and not the responsibility of VITA, unless VITA purchased such license on its own behalf.

B. License Type

All licenses granted, regardless of the type, include all uses set forth in this Contract and Exhibit H (the EULA). License type may vary by Software product and shall be set forth in Exhibit B and identified on any order or SOW issued pursuant to this Contract.

The license(s) granted under this Section authorizes use of the Software on any system located at the "Site" as that term is defined in the applicable SOW.

C. No Subsequent, Unilateral Modification of Terms by Supplier ("Shrink Wrap")

The terms and conditions set forth in this section supersede and govern the licensing and delivery of all Software pursuant to this Contract. The terms and conditions of this Contract will supersede any other provision or other unilateral license terms that may be issued by Supplier after the Effective Date, regardless of when those provisions were proposed or the fact that another agreement may be affixed to, or accompany, Software upon delivery ("shrink wrap").

7. WARRANTY

Supplier warrants and represents to VITA that Supplier will fulfill its contractual obligations as follows:

A. Ownership

Supplier has the right to perform and provide all contractual obligations and provide all needed services and products without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

B. Limited Warranty

Supplier warrants that, for a period of six (6) months from the date of initial delivery of the Software to VITA (the "Warranty Period"), the unmodified Supplier Software, under normal use and service, will perform all of the material functions described in the applicable Documentation. Supplier shall repair or replace, at Supplier's option, Supplier Software delivered by Supplier that does not comply with the warranty in this Section, provided that VITA shall have given notice of such noncompliance during the Warranty Period. The above warranty does not extend to any Supplier Software that is modified or altered, is not maintained in accordance with Supplier's Documentation, has its serial number removed or altered or is treated with abuse, negligence or

other improper treatment (including use outside the recommended environment). VITA's sole remedy, and Supplier's sole obligation, with respect to any breach of warranty is as stated above.

C. Performance Warranty

Supplier warrants and represents the following with respect to Performance:

All contractual obligations shall be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in Supplier's profession, and Supplier shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all Documentation, Deliverables, and Services furnished under this Contract. Further, all Products and Services will be delivered free of known defects.

D. Documentation and Deliverables

Supplier warrants the following as applicable to the Contract:

i. The Documentation which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow an appropriately experienced and trained user/programmer to understand and fully utilize, as applicable, the Software, Products, Services, Updates and Deliverables without reference to any other materials or information.

ii. The Software, Services, Products, Updates and Deliverables provided or delivered hereunder are at the current release level.

E. Malicious Code

Supplier has used its best efforts through quality assurance procedures to ensure that there are no Computer Viruses in any Deliverables, Product, Software, Update, or Service, as obligated and provided by Supplier under the SOW, at the time of delivery to the Authorized User. Supplier warrants that the Deliverables, Product, Software, , Update, or Services, as obligated and provided by Supplier under the SOW does not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User's use of the Deliverables, Product, Software, and/or Service.

Notwithstanding any rights granted under this Contract or at law, Supplier hereby waives under any and all circumstances any right it may have or may hereafter have to exercise Electronic Self-Help. Supplier agrees that an Authorized User may pursue all remedies provided under law in the event of a breach or threatened breach of this Section, including injunctive or other equitable relief.

F. Open Source

Supplier will notify all Authorized Users if the Deliverables, Product, Software, Updates, or Services, as obligated and provided by Supplier, contains any Open Source code and identify the specific Open Source License that applies to any embedded code dependent on Open Source code, provided by Supplier under this Contract.

G. Supplier's Viability

As of the date of this Contract, Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of a potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

H. Supplier's Past Experience

Supplier warrants that it has supplied the Products, Software and Services offered under the Contract to other customers without significant problems due to Supplier's performance and without causing a contractual breach or default claim by any customer.

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED,

INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

8. DELIVERY AND INSTALLATION

A. Scheduling

Supplier shall deliver Software and perform the Services according to the delivery dates set forth on the appropriate SOW.

B. Installation of Software

Installation of the Software, Products, and Upgrades is accomplished via Supplier sending an email link to the Authorized User at the email address designated in the SOW. The Authorized User clicks on the link to download the Software, Product and/or Upgrade.

In the event the download does not work, the Authorized User should immediately notify Supplier, who will resolve the error. If the delay lasts longer than thirty (30) days, such Authorized User may immediately cancel the order or SOW and collect the damages for that period of late delivery. Such Authorized User reserves any and all other remedies available at law or in equity for delays lasting longer than thirty (30) days or for non-delivery.

If an Authorized User elects to install the Software itself or to contract with a third party to perform installation services, the Software shall be deemed to be installed when all programs, program libraries and user interfaces are copied to and initialized on the appropriate equipment as executable by having the ordering Authorized User, its Agent, or its third party installer invoke the primary function of each major component of the Software.

C. Documentation of Software Configuration

If the Services include configuration of Software by Supplier, Supplier shall provide to the appropriate Authorized User documentation containing a description of the configuration. Such documentation shall be sufficiently detailed such that any appropriately trained employee or Agent of any Authorized User may reconstruct the configuration of the Software.

9. WARRANTY SERVICES

At any time during the warranty period of one hundred and eighty (180) days, supplier shall provide the warranty services described in exhibit h and exhibit f, including repair or replacement of any defective software or product.

10. MAINTENANCE SERVICES

Supplier shall provide Maintenance Services during the Maintenance Period at the prices identified in Exhibit B without additional charge to maintain the Software in accordance with the published specifications and to provide Updates as they are made generally available.

The prices identified in Exhibit B are inclusive of all necessary labor and, unless otherwise provided therein, all necessary travel. Should travel not be included in the prices identified in Exhibit B, any travel expense must be pre-approved by the Authorized User and shall be reimbursed in accordance with the then-current per diem rates established by the Virginia Department of Accounts <http://www.doa.virginia.gov>, or a successor URL(s)).

A. Ordering Maintenance Services

An Authorized User may order Maintenance Services for any Software at any time during the term of the Contract, irrespective of whether such Software is covered under warranty or maintenance at the time the order is issued to Supplier. Each order shall identify:

- i. Software product and number of units for which Maintenance Services shall be provided,
- ii. Maintenance Level to be provided, and

iii. Maintenance Period for Software Maintenance.

Authorized User may elect, at any time, an alternate Maintenance Level offered by Supplier. Such amendment shall take effect within thirty (30) days following Supplier's receipt of Authorized User's written notice, in the form of a modification to an order.

Unless otherwise agreed by the Authorized User and Supplier, the Maintenance Period for a unit of Software shall be one (1) year from the effective date of any executed order for Maintenance on such Software product.

B. Maintenance Renewal

Not less than sixty (60) days prior to the expiration of the Maintenance Period for each unit of Software, Supplier shall notify the Authorized User of such expiration, and the Authorized User, at its sole discretion, may issue an order to Supplier to renew Maintenance Services for an additional one (1) year period. Termination of this Contract or cancellation of Maintenance Services by an Authorized User shall not affect this Contract or the grant of any license.

C. Maintenance Services

At a minimum, Maintenance Services shall include the following:

1. Known Defects

Supplier's offerings and responsibilities related to known defects in the Software are described in Exhibit F.

2. New Releases

Supplier's offerings and responsibilities related to new releases of the Software are described in Exhibit F.

3. Coverage

Supplier's offerings and responsibilities related to coverage for telephonic and written consultation in connection with use, problems, and operation of the Software are described in Exhibit F.

4. Service Levels

Supplier's offerings and responsibilities related to response and restore times for any problems with the Software identified by an Authorized User, and any associated remedies are described in Exhibit F.

5. Additional Maintenance Services

Supplier's additional Maintenance Service offerings are described in Exhibit F.

D. Escalation Procedures

Escalation procedures are described in Exhibit F.

E. Remedies

Remedies are as described in Exhibit F and in Section 9, Warranty.

11. FEES, ORDERING, AND PAYMENT PROCEDURE

A. Fees and Charges

As consideration for the Supplier's performance obligations and any additional products and services provided hereunder to an Authorized User in accordance with the scope of this Contract and per the Authorized User's order or SOW, an Authorized User shall pay Supplier the fee(s) set forth on Exhibit B, which lists any and all fees and charges. The fees and any associated discounts shall be applicable throughout the term of this Contract; provided, however, that in the event the fees or discounts apply for any period less than the entire term, Supplier agrees that it

shall not increase the fees more than once during any twelve (12) month period, commencing at the end of year one (1).

B. Ordering

Notwithstanding all Authorized User's rights to license or purchase Supplier's products or services under this Contract, an Authorized User is under no obligation to purchase or license from Supplier any of Supplier's products or services. This Contract is optional use and non-exclusive, and all Authorized Users may, at their sole discretion, purchase, license or otherwise receive benefits from third party suppliers of products and services similar to, or in competition with, the products and services provided by Supplier. Supplier is required to accept any order or placed by an Authorized User through the eVA electronic procurement website portal (<http://www.eva.virginia.gov/>). eVA is the Commonwealth of Virginia's e-procurement system. Agencies, as defined by § 2.2-2006 of the *Code of Virginia* and legislative, judicial and independent agencies of the Commonwealth, shall order through eVA. All other Authorized Users are encouraged to order through eVA, but may order through the following means:

- i. Purchase Order (PO): An official PO form issued by an Authorized User.
- ii. Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User. This ordering authority is limited to issuing orders or SOWs for the contractual offerings available under the scope of this Contract. Under no circumstances shall any Authorized User have the authority to modify this Contract. An order or SOW from an Authorized User may contain additional terms and conditions; however, to the extent that the terms and conditions of the Authorized User's order or SOW are inconsistent with the terms and conditions of this Contract, the terms of this Contract shall supersede. An Authorized User may order Maintenance Services or Support Services for any Product at any time during the term of the Contract, irrespective of whether such Product is covered under warranty or maintenance at the time the order is issued to Supplier. Each order shall identify: Product and, if applicable, serial number, for which Maintenance Services and/or Support Services shall be provided.

ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER OR SOW PLACED BY ANY AUTHORIZED USER ARE THE SOLE OBLIGATION OF SUCH AUTHORIZED USER, AS WILL BE REFLECTED IN THE APPLICABLE ORDER OR SOW, AND NOT THE RESPONSIBILITY OF VITA UNLESS SUCH AUTHORIZED USER IS VITA.

C. Reproduction Rights for Supplier-Provided Software

At an Authorized User's request, Supplier shall provide the Authorized User with a reproducible diskette or CD of Software and Updates. Such Authorized User shall be responsible for making copies and distributing the Software and Updates as required. Within thirty (30) days of the end of each calendar quarter, such Authorized User shall provide to Supplier a report of the net number of additional copies of the Software and/or Updates deployed during the quarter. Supplier shall invoice such Authorized User for the net number of new licenses reported as deployed.

D. Reimbursement of Expenses

If allowable pursuant to an Authorized User's Statement of Work, such Authorized User shall pay, or reimburse Supplier, for all reasonable and actual travel-related expenses for greater than thirty (30) miles from portal to portal incurred by Supplier during the relevant period; provided, however, that such Authorized User shall only be liable to pay for Supplier's travel-related expenses, including transportation, meals, lodging, and incidental expenses, that have been authorized by such Authorized User in advance in the Statement of Work and which will be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov/>, or a successor URL(s)). Authorized Users who are not public bodies may have their own per diem amounts applicable to Supplier's pre-approved travel expenses.

All reimbursed expenses will be billed to the Authorized User on a pass-through basis without any markup by Supplier. At Authorized User's request, Supplier shall provide copies of receipts for all travel expenses over US\$30.00.

E. Demonstration and/or Evaluation

If the Supplier's contractual obligations include the provision of a Solution, an Application and Licensed Services, or Software-as-a-Service, at the request of any Authorized User, Supplier shall perform a demonstration of its Solution, or its Application and Licensed Services or Software-as-a Service at such Authorized User's location and at no charge.

If the Supplier's contractual obligations include the provision of Software, the Supplier shall make available to any Authorized User the Software for evaluation purposes at no charge. The evaluation period will be determined by the complexity of testing but will be a period not less than thirty (30) days. Each new project is entitled to an evaluation copy regardless of whether an Authorized User has previously purchased the Software.

F. Statement of Work

A SOW, in the format provided in Exhibit D, shall be required for any orders placed by an Authorized User pursuant to this Contract. Supplier shall perform any and all contractual obligations at the times and locations set forth in the applicable SOW and at the rates set forth in Exhibit B herein. Unless VITA issues a written authorization for a time and materials type SOW, any SOW shall be of a fixed price type but may, with the written approval of VITA, contain a cost-reimbursable line item(s) for pre-approved travel expenses. In furtherance of compliance, invoicing, and auditing requirements, for time and materials type SOWs, Supplier personnel shall maintain daily time records of hours and tasks performed, which shall be submitted or made available for inspection by the Authorized User upon forty-eight (48) hours advance written notice.

Any change to a SOW must be described in a written change request (template provided as Exhibit E). Either Party to an SOW may issue a change request that will be subject to written approval of the other Party before it becomes part of this Contract. In no event shall any SOW or any modification thereto require the Supplier to provide any products or services that are not described in Exhibit B hereto.

G. Supplier Quote and Request for Quote

An Authorized User, may at its sole discretion, issue a Request for Quote ("RFQ") for any combination of the Product or Services provided under this Contract. Supplier shall respond to the RFQ by providing a written quote. Supplier's quote must include (a) a detailed description of each Product or Service proposed, including any applicable components, at the Exhibit B line item fee level; (b) the quantity of each line item; (c) the total contract price; (d) any additional percentage discount offered; (e) an extended price; (f) any optional or alternate pricing; and (g) any pricing assumptions. If requested by the Authorized User, Supplier's quote must also include a detailed description of the approach Supplier plans to take in developing, implementing, and maintaining its offering pursuant to the RFQ for the Authorized User. If Supplier is unable to meet the requirements of the RFQ, Supplier shall notify the Authorized User in writing of its inability to perform the work requested by the Authorized User, and provide the reasons for its inability to perform, prior to the due date for the submission of quotes in response to the RFQ. Supplier's failure to respond to an RFQ may be deemed a breach of this Contract.

H. Invoice Procedures

Supplier shall remit each invoice to the "bill-to" address provided with the order promptly after all Supplier's performance obligations have been accepted and in accordance with the milestone payment schedule, if any, in the applicable order or SOW. Payment for any support services, as authorized in the Contract and the Authorized User's applicable order or SOW, shall be annually in arrears unless otherwise stated herein, or in any order or SOW referencing this Contract. No invoice shall include any costs other than those identified in the executed order or SOW, which costs shall be in accordance with Exhibit B. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in Exhibit B, or as

noted in any executed order or SOW referencing this Contract. Invoices issued by the Supplier shall identify at a minimum:

- i. Dates/periods that invoice covers, including any service or subscription periods, as applicable.
- ii. Line item description of the Deliverable(s), Product(s), Software, Services, as applicable to this Contract, including components thereof or service type, and, if applicable, the project milestone.
- iii. Quantity, charge and extended pricing for each line item
- iv. Applicable order and/or SOW date
- v. This Contract number and the applicable order number and/or SOW number
- vi. Supplier's Federal Employer Identification Number (FEIN)

Any terms included on Supplier's invoice shall have no force or effect and will in no way bind VITA or any Authorized User.

I. Purchase Payment Terms

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until all Supplier's performance obligations have been accepted and in accordance with the milestone payment schedule, if any, in the applicable order or SOW, or until after services have been rendered. Charges for Deliverables, components or services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid. Should Supplier repeatedly over bill Authorized User, Authorized User may assess a one percent (1%) charge for the amount over-billed for each month that such over-billing continues.

J. Alternate Channel Participation (Resellers/Distributors)

It is the intention of VITA to allow Resellers (including Value Added Resellers (VARs), distributors and dealers) to participate as alternate distribution sources for Supplier under the following conditions:

- i. Supplier shall provide to VITA the names and applicable contact information of its authorized Resellers. VITA may, at its sole discretion, issue a solicitation in accordance with the Virginia Public Procurement Act (VPPA), §§ 2.2-4300 *et seq.* of the *Code of Virginia*, for the participation of such Resellers as alternate distribution sources for Supplier.
- ii. Once a Reseller is issued a contract in accordance with the VPPA, an Authorized User may issue an order or SOW directly to such Reseller, in accordance with the VPPA and/or other applicable statutes or regulations. Reseller shall ship and bill Authorized Users directly in accordance with the terms of its contract with VITA, on behalf of the Commonwealth of Virginia.
- iii. Orders or SOWs placed with Resellers pursuant to a contract awarded in accordance with items (i) and (ii) above may contain only Software previously approved for license under this Contract.
- iv. Reseller may invoice and will be paid in accordance with the terms of its contract with VITA.
- v. Supplier agrees that all licenses for the Software acquired by Authorized User through a Reseller shall be governed by the terms and conditions of this Contract in lieu of VITA's execution of a sublicense agreement with Reseller, regardless of whether such Authorized User referenced this Contract in its SOW or order.
- vi. As to all Software acquired through Resellers, Supplier warrants and represents that all warranties and indemnities set forth in the Contract will be honored by Supplier as to such Software, regardless of whether the ordering Authorized User referenced this Contract in its SOW or order.

12. REPORTING

Supplier shall submit to VITA a monthly report containing data on:

- i. Amount of Realized Sales; and
- ii. Small Business Procurement and Subcontracting Report

This report must be submitted in accordance with the instructions and further detailed requirements, and on the templates set forth on the "Supplier Reporting" webpage located at the following URL: <https://www.vita.virginia.gov/supply-chain/supplier-reporting/>, or any successor URL(s). Supplier is encouraged to review the site periodically for updates on Supplier reporting requirements and methods. Supplier's failure to comply with all reporting, payment, and other requirements in this section may be deemed by VITA, in its sole discretion, to be a breach of the Contract.

A. Amount of Realized Sales

Supplier shall submit to VITA a monthly report of all Realized Sales under this Contract.

In connection to the monthly report of Realized Sales, Supplier shall pay to VITA the following monthly fees in accordance with instructions described on the "Supplier Reporting" webpage located at: <https://www.vita.virginia.gov/supply-chain/supplier-reporting/>. The monthly report of Realized Sales must include these fees and percentages:

- IFA: 2% of monthly sales

B. Small Business Procurement and Subcontracting Spend

Supplier shall provide to VITA a report of monthly subcontracting spend data. This data must include the spend with all Subcontractors who provide direct performance for obligations under this Contract. Supplier's monthly subcontracting spend data must be submitted via the SRS webpage located at: <http://vita2.virginia.gov/procurement/srs/>.

In addition, every twelve (12) months following the Effective Date, Supplier shall submit to VITA a "SWaM Subcontracting Certification of Compliance" ("SSCC") certifying that Supplier has fully complied with the Contract's Supplier Procurement and Subcontracting Plan ("Plan"). A copy of Supplier's Plan is attached to this Contract as Exhibit J, and is incorporated by reference. The SSCC must include a written explanation of any variances of greater than 20% between the Plan and the actual subcontractor spend by Supplier. Supplier's SSCC will be maintained by VITA in the Supplier's procurement file. Supplier must submit the SSCC to the following address: SCMInfo@vita.virginia.gov. In the event that Supplier fails to comply with its contractually obligated Plan spend or fails to report its contractually obligated Plan spend, VITA may, at its sole discretion, prohibit or delay any renewals or extensions of the Contract, withhold any final payments due, or both. Supplier's failure to comply will be considered in the prospective award of any future contracts with Supplier.

13. TRAINING AND DOCUMENTATION

A. Training

Online tutorial self-paced training is available for a fee as described in Exhibit B. Supplier shall provide personnel sufficiently experienced and qualified to conduct such training at a time and location mutually agreeable to Supplier and Authorized User. Available additional and optional training, and applicable pricing and discounts, are described in Exhibit B.

B. Documentation

Supplier shall permit Authorized Users access to Supplier's online portal, available at : <https://devnet.logianalytics.com>, which contains all necessary Documentation related to the Products and Services. . Any Authorized User shall have the right, as part of any license grant, to make as many additional copies of the Documentation, in whole or in part, for its own use as required. This Documentation shall include, but not be limited to, overview descriptions of all major functions, detailed step-by-step installation and operating procedures for each screen and activity, and technical reference manuals. Such Documentation shall be revised to reflect any

modifications, fixes or updates made by Supplier. Any Authorized User shall have the right, as part of the license granted by Supplier, at its own discretion, to take all or portions of the Documentation, modify or completely customize it in support of the authorized use of the licensed application or software and may duplicate such Documentation and include it in such Authorized User's document or platform. All Authorized Users shall continue to include Supplier's copyright notice.

14. ESCROW AGREEMENT

Supplier shall maintain copies of all Software source code and related technical and user Documentation, in English, in an escrow account, and shall maintain with escrow agent the executed agreement attached hereto as Exhibit C (Escrow Agreement).

VITA acknowledges that, prior to the Effective Date of this Contract, Supplier delivered to VITA and VITA received a copy of the executed Escrow Agreement naming the Commonwealth of Virginia as a third party beneficiary. VITA has reviewed Escrow Agreement to ensure that such Escrow Agreement does not impose upon the Commonwealth any requirements other than administrative responsibilities necessary for the operation of the Escrow Agreement. In the event of a release condition as described in Exhibit B to the Escrow Agreement, the Commonwealth's sole responsibility shall be to request the release of such materials from the escrow agent. Supplier agrees to notify VITA in writing not less than thirty (30) calendar days prior to termination or any modification of Escrow Agreement. Supplier warrants that the information and materials to be kept in escrow in a media safe environment for the benefit of the Commonwealth are specifically for the Products identified and listed in Exhibit A to the Escrow Agreement and include the most current version used by all Authorized Users of the source code for the Software.

Supplier warrants that the Escrow Agreement provides for, among other items, the release of the list of items on Exhibit A of the Escrow Agreement upon the happening of certain events, as described in Exhibit B to the Escrow Agreement, including, but not limited to, Supplier's bankruptcy and Supplier's failure to continue to do business in the ordinary course. Supplier agrees to pay all expenses associated with establishing and maintaining the escrow account and the contents mentioned above.

Subject to the information and materials listed on Exhibit A of the Escrow Agreement being released to the Commonwealth pursuant to the terms of the Escrow Agreement, Supplier hereby grants to the Commonwealth a royalty-free, irrevocable license, that permits disclosure to a third party support-vendor of a complete and accurate copy of then-current source code for the Software licensed hereunder, along with all related documentation.

Any Authorized User which is not an agency as defined by § 2.2-2006 and legislative, judicial and independent agencies of the Commonwealth, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the *Code of Virginia* may require Supplier to execute an additional escrow agreement subject to the same requirements and binding Supplier to the same obligations as described above but naming such Authorized User as the beneficiary of the escrow agreement.

Subject to the information and materials listed in such escrow agreement being released to such Authorized User, Supplier hereby grants to such Authorized User a royalty-free, irrevocable license, that permits disclosure to a third party support-vendor of a complete and accurate copy of then-current source code for the Software licensed to such Authorized User, along with all related documentation.

15. CONFIDENTIALITY

A. Treatment and Protection

Each Party shall (i) hold in strict confidence all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, an Authorized User may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or agents of such

Authorized User that are bound by non-disclosure contracts with such Authorized User. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

B. Exclusions

The term "Confidential Information" shall not include information that is:

- i. in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;
- ii. obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;
- iii. developed independently by the receiving Party without reference to the Confidential Information of the other Party; or
- iv. required to be disclosed under The Virginia Freedom of Information Act (§§ 2.2-3700 *et seq.* of the *Code of Virginia*) or similar laws or pursuant to a court order.

C. Return or Destruction

Upon the termination or expiration of this Contract or upon the earlier request of the disclosing Authorized User, Supplier shall (i) at its own expense, (a) promptly return to the disclosing Authorized User all tangible Confidential Information (and all copies thereof except the record required by law) of the disclosing Authorized User, or (b) upon written request from the disclosing Authorized User, destroy such Confidential Information and provide the disclosing Authorized User with written certification of such destruction, and (ii) cease all further use of the Authorized User's Confidential Information, whether in tangible or intangible form.

VITA or the Authorized User shall retain and dispose of Supplier's Confidential Information in accordance with the Commonwealth of Virginia's records retention policies or, if Authorized User is not subject to such policies, in accordance with such Authorized User's own records retention policies.

D. Confidentiality Statement

All Supplier personnel, contractors, agents, and subcontractors performing Services pursuant to this Contract shall be required to sign a confidentiality statement or non-disclosure agreement. Any violation of such statement or agreement shall be deemed a breach of this Contract and may result in termination of the Contract or any order or SOW issued hereunder.

16. INDEMNIFICATION AND LIABILITY

A. Indemnification

Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, any Authorized User, their officers, directors, agents and employees (collectively, "Commonwealth's Indemnified Parties") from and against any and all losses, damages, claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines, penalties (whether criminal or civil), judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from:

(i) any intentional or willful conduct or negligence of any employee, agent, or subcontractor of Supplier,

(ii) any act or omission of any employee, agent, or subcontractor of Supplier,

or

(v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Supplier-provided products or services.

Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the *Code of Virginia*. In all cases involving the Commonwealth or agencies, the selection and approval of counsel and approval of any settlement shall be satisfactory to the Commonwealth. In the event of a settlement between Supplier and a private institution of higher education who is an Authorized User of this contract, such settlement shall be satisfactory to that institution.

In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that use of the Supplier-provided products or services, including any components thereof, or that the Supplier's performance or delivery of any product or service under this Contract infringes any third party's intellectual property rights and Supplier is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Supplier shall immediately notify VITA and the affected Authorized User(s) in writing, via certified mail, specifying to what extent Supplier believes it is obligated to defend and indemnify under the terms and conditions of this Contract. Supplier shall in such event protect the interests of the Commonwealth's Indemnified Parties and secure a continuance to permit VITA and the affected Authorized User(s) to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA or the affected Authorized User(s) may have.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Supplier-provided Deliverables, Products, Software, Services, Solution, including Solution Components, Application and Licensed Services, as applicable, or Supplier's performance, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all Authorized Users the right to continue use of such infringing Deliverables, Products, Software, Services, Solution, including Solution Components, Application and Licensed Services, as applicable, or any component thereof; or (b) replace or modify such infringing Deliverables, Products, Software, Services, Solution, including Solution Components, Application and Licensed Services, as applicable, or any component thereof, with non-infringing Deliverables, Products, Software, Services, Solution or Solution Component(s), Application and Licensed Services, as applicable, satisfactory to VITA.

And in addition, Supplier shall provide any Authorized User with a comparable temporary replacement products and/or services or reimburse VITA or any Authorized User for the reasonable costs incurred by VITA or such Authorized User in obtaining an alternative product or service, in the event such Authorized User cannot use the affected Deliverable, Product, Software, Services, Solution or Solution Component(s), Application and Licensed Services, as applicable, or any component thereof. If Supplier cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Supplier shall accept the return of the infringing Deliverables, Products, Software, Services, Solution, Solution Component, Application and Licensed Services, as applicable, or any component thereof, along with any other components rendered unusable by any Authorized User as a result of the infringing component, and refund the price paid to Supplier for such components.

B. Liability

Except for liability with respect to:

- (i) any intentional or willful misconduct or gross negligence of any employee, agent, or subcontractor of Supplier,
- (ii) any act or omission of any employee, agent, or subcontractor of Supplier,
- (iii) claims for bodily injury, including death, and real and tangible property damage,
- (iv) Supplier's indemnification obligations,

- (v) Supplier's confidentiality obligations,
- (vi) Supplier's security compliance obligations, and
- (vii) Supplier's data privacy and security obligations as specified under this Contract,

Supplier's liability for direct damages shall be limited to twice the aggregate value of the delivered and accepted Deliverables, Products, Software, and Services, , as applicable, provided by Supplier to all Authorized Users under this Contract or \$3 million, whichever is lower. Supplier agrees that it is responsible for all acts and omissions of its employees, agents, and subcontractors, including their gross negligence or willful misconduct. The limitation shall apply on a per-incident basis, it being understood that multiple losses stemming from the same root cause constitute a single incident.

NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

17. INSURANCE

In addition to the insurance coverage required by law as referenced in the Incorporated Contractual Provisions section of this Contract, Supplier shall carry:

Errors and omissions insurance coverage in the amount of \$2,000,000 per occurrence.

18. SECURITY COMPLIANCE

Supplier agrees to comply with all provisions of the then-current Commonwealth of Virginia security procedures, published by the Virginia Information Technologies Agency (VITA) and which may be found at: (<https://www.vita.virginia.gov/it-governance/itrm-policies-standards/>) or a successor URL(s), as are pertinent to Supplier's operation. Supplier further agrees to comply with all provisions of the relevant Authorized User's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier by such Authorized User. Supplier shall also comply with all applicable federal, state and local laws and regulations. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary or Personal information by the Supplier or an employee or agent of Supplier shall constitute a breach of its obligations under this Section and the Contract. Supplier shall notify VITA and Authorized User, if applicable, within 24 hours of discovery of, or when Supplier should have discovered, any Breach of Unencrypted and Unredacted Personal Information, as those terms are defined in Virginia Code 18.2-186.6, and other personal identifying information, such as insurance data or date of birth, provided by VITA or Authorized User to Supplier. Supplier shall provide VITA the opportunity to participate in the investigation of the Breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law. Supplier shall indemnify, defend, and hold the Commonwealth, VITA, the Authorized User, their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from the Commonwealth, VITA, the Authorized User, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this Section.

19. IMPORT/EXPORT

In addition to compliance by Supplier with all export laws and regulations, VITA requires that any data deemed and specifically identified as “restricted” or “sensitive” by either federal or state authorities, must only be collected, developed, analyzed, or otherwise used or obtained by persons or entities working within the boundaries of the United States.

20. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then VITA may immediately terminate this Contract, and an Authorized User may terminate an order or SOW, on notice to Supplier unless Supplier immediately gives VITA or such Authorized User adequate assurance of the future performance of this Contract or the applicable order or SOW. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by VITA and Supplier that this is an executory contract. Any such suspension of further performance by VITA or Authorized User pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect the rights of VITA or any Authorized User to pursue or enforce any of its rights under this Contract or otherwise.

21. GENERAL PROVISIONS**A. Relationship Between VITA and Authorized User and Supplier**

Supplier has no authority to contract for VITA or any Authorized User or in any way to bind, to commit VITA or any Authorized User to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA or any Authorized User. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA or any Authorized User, and neither VITA nor any Authorized User shall have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither VITA nor any Authorized User is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, (including, but not limited to, any federal, state or local withholding or employment taxes, and any penalties related to health care or employee benefits laws) that are imposed, assessed or levied as a result of this Contract or Services performed pursuant to this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or any Authorized User, shall be reimbursed by Supplier upon demand by VITA or such Authorized User.

B. Incorporated Contractual Provisions

The contractual provisions at the following URL are mandatory contractual provisions, required by law or by VITA, and are incorporated by reference:

<https://www.vita.virginia.gov/media/vitavirginiagov/supply-chain/pdf/StatutorilyMandatedTsandCs.pdf>.

The contractual claims provision of § 2.2-4363 of the *Code of Virginia* and the required eVA provisions at: <https://www.vita.virginia.gov/media/vitavirginiagov/supply-chain/pdf/eVATsandCs.pdf> are also incorporated by reference.

The terms and conditions in documents posted to the aforereferenced URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, or adoption of revised eVA business requirements. Unless Supplier is specifically notified by Vita in writing of any such policy change or revision of eVA business requirements, the terms and conditions in effect as of the Effective Date of this Contract shall govern...

C. Compliance with the Federal Lobbying Act

Supplier's signed certification of compliance with 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act") is incorporated as Exhibit G to this Contract.

D. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by § 59.1-501.15 of the *Code of Virginia*.

E. Dispute Resolution

In accordance with § 2.2-4363 of the *Code of Virginia*, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under § 2.2-4365 of the *Code of Virginia* nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within thirty (30) days. The decision of the relevant public body shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under § 2.2-4364, *Code of Virginia* or the administrative procedure authorized by § 2.2-4365, *Code of Virginia*.

Upon request from the public body from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to such public body's alternative dispute resolution (ADR) procedures, if any. Supplier may invoke such public body's ADR procedures, if any, at any time and concurrently with any other statutory remedies prescribed by the *Code of Virginia*.

In the event of any breach by a public body or a private institution, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include the right to terminate any license or support services hereunder.

F. Advertising and Use of Proprietary Marks

Supplier shall not use the name of VITA or any Authorized User or refer to VITA or any Authorized User, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of VITA or such Authorized User. In no event may Supplier use a proprietary mark of VITA or an Authorized User without receiving the prior written consent of VITA or the Authorized User.

G. Notices

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the U.S. mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to:

- i. To VITA and to Supplier, if Supplier is incorporated in the Commonwealth of Virginia, to the addresses shown on the signature page.

ii. To Supplier, if Supplier is incorporated outside the Commonwealth of Virginia, to the Registered Agent registered with the Virginia State Corporation Commission.

Pursuant to Title 13.1 of the *Code of Virginia*, VITA or Supplier may change its address for notice purposes by giving the other notice of such change in accordance with this Section.

Administrative contract renewals, modifications or non-claim related notices are excluded from the above requirement. Such written and/or executed contract administration actions may be processed by the assigned VITA and Supplier points of contact for this Contract and may be given in person, via U.S. mail, courier service or electronically.

H. No Waiver

Any failure to enforce any terms of this Contract shall not constitute a waiver.

I. Assignment

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of VITA and Supplier. Supplier may not assign, subcontract, delegate or otherwise convey this Contract or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, which consent shall not be unreasonably withheld, and any such attempted assignment or subcontracting without consent shall be void. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract. If any law limits the right of VITA or Supplier to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

J. Captions

The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

K. Severability

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

L. Survival

Any provisions of this Contract regarding Software License, Rights To Work Product, Warranty, Escrow, Confidentiality, Content Privacy and Security, Liability, Indemnification, Transition of Services, and the General Provisions shall survive the expiration or termination of this Contract.

M. Force Majeure

No Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination, and in addition an Authorized User may terminate any order or SOW affected by such postponement or delay.

N. Remedies

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA and all Authorized Users reserve any and all other remedies that may be available at law or in equity.

O. Right to Audit

VITA reserves the right to audit those Supplier records that relate to the Contract or any SOWs or orders issued there under. VITA's right to audit shall be limited as follows:

- i. One (1) years from end date of the Contract;
- ii. Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and
- iii. Excludes access to Supplier cost information.

P. Contract Administration

Supplier agrees that at all times during the term of this Contract an account executive, at Supplier's senior management level, shall be assigned and available to VITA. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

Q. Entire Contract

The following Exhibits, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

Exhibit A - Reserved

Exhibit B - Options List; Fees, Service Charges, and Payment Schedule

Exhibit C - Escrow Agreement

Exhibit D - Statement of Work (SOW) Template

Exhibit E - Change Order Template

Exhibit F - Technical Support and Maintenance Services Description

Exhibit G - Certification Regarding Lobbying

Exhibit H – End User License Agreement

Exhibit I – VITA License Agreement Addendum

Exhibit J - Supplier Procurement and Subcontracting Plan

This Contract, its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, or referenced by the Supplier's Proposal shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual shall not apply to this Contract or any order issued hereunder. This Contract may only be amended by an instrument in writing signed by VITA and Supplier.

R. Order of Precedence

In the event of a conflict, the following order of precedence shall apply: this Contract document, , any individual SOW, Exhibit B, Exhibit I, Exhibit H, all other exhibits . In the event of a conflict or inconsistency between the negotiated terms of this Contract and any provision incorporated by reference into the Contract (e.g., a section of a License Agreement), the negotiated terms of this Contract will take precedence. For purposes of this section, a "conflict" exists with respect to a subject that has been comprehensively addressed in the Contract when supplementary terms contained in a provision incorporated by reference would alter the rights and obligations of the Parties set forth in the Contract.

S. Counterparts and Electronic Signatures

This Contract may be executed in multiple counterparts, each of which, when assembled to include an original signature for each Party to this Contract, will constitute a complete and fully executed original. All fully executed original counterparts will collectively constitute a single

agreement. Signatures transmitted by fax or electronic mail (in portable data format (PDF)) are also permitted as binding signatures to this Contract.

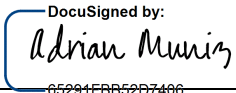
T. Opportunity to Review

VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

[SIGNATURE PAGE(S) TO FOLLOW]

Executed as of the last date set forth below by the undersigned authorized representatives of VITA and Supplier.

Logi Analytics, Inc

By: _____
(Signature) Adrian Muniz

Name: _____
(Print)

CFO

Title: _____

6/21/2018

Date: _____

Address for Notice:

~~7900 Westpark Drive Suite A200~~
~~McLean, Virginia 22102~~

Attention: Adrian Muniz

VITA ON BEHALF OF THE COMMONWEALTH
OF VIRGINIA

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Date: _____

Address for Notice:

Attention: Contract Administrator

EXHIBIT A – RESERVED

**EXHIBIT B – OPTIONS LIST; FEES,
SERVICE CHARGES, AND PAYMENT
SCHEDULE**

1. Pricing

The below pricing will be the basis for ordering products and services from Logi Analytics. All products and services are subject to Statement of Work (SOW) negotiated between Supplier and any Authorized User.

Definitions

For purposes of this Exhibit, the following terms are defined as follows:

2.1 Agency: VITA or the Agency of any Authorized User

2.2 End User: any Authorized User

2.3 External: Software is used by the End User or Agency in a public-facing way.

2.4 Internal: Software is used by the End User or Agency for internal purposes only (non-public-facing)

B. Price Tables

3.1 Subscription Software

Subscription Software is available to all agencies, new or existing, purchasing additional licenses or added functionality.

Subscription Software					
Description	License Type	Licensee	Scope of Use	Price	Discount
Logi Platform					
Logi Analytics Platform – Unlimited One (1) Logi Info Production License Two (2) Logi Info Non-Production Licenses One (1) Logi Self-Service Module	Annual Subscription Only	Per Agency, individual contracts required	Internal/External – unlimited End Users	Negotiated	10%
Logi Analytics Platform – X-Large One (1) Logi Info Production License Two (2) Logi Info Non-Production Licenses One (1) Logi Self-Service Module	Annual Subscription Only	Per Agency, individual contracts required	Internal only - up to 1,000 End Users	\$150,000.00	10%
Logi Analytics Platform – Large One (1) Logi Info Production License Two (2) Logi Info Non-Production Licenses One (1) Logi Self-Service Module	Annual Subscription Only	Per Agency, individual contracts required	Internal only - up to 500 End Users	\$130,000.00	10%
Logi Analytics Platform – Medium One (1) Logi Info Production License Two (2) Logi Info Non-Production Licenses One (1) Logi Self-Service Module	Annual Subscription Only	Per Agency, individual contracts required	Internal only - up to 250 End Users	\$100,000.00	10%
Logi Analytics Platform – Small One (1) Logi Info Production License Two (2) Logi Info Non-Production Licenses One (1) Logi Self-Service Module	Annual Subscription Only	Per Agency, individual contracts required	Internal only - up to 100 End Users	\$60,000.00	10%
Logi Info – Production					
Logi Info – Unlimited One (1) Logi Info Production License	Annual Subscription Only	Per Agency, individual contracts required	Internal/External – unlimited End Users	Negotiated	10%
Logi Info – X-Large One (1) Logi Info Production License	Annual Subscription Only	Per Agency, individual	Internal only - up to 1,000 End Users	\$100,000.00	10%

		contracts required			
Subscription Software (con't)					
Description	License Type	Licensee	Scope of Use	Price	Discount
Logi Info – Production (con't)					
Logi Info – Large One (1) Logi Info Production License	Annual Subscription Only	Per Agency, individual contracts required	Internal only - up to 500 End Users	\$86,667.00	10%
Logi Info – Medium One (1) Logi Info Production License	Annual Subscription Only	Per Agency, individual contracts required	Internal only - up to 250 End Users	\$66,667.00	10%
Logi Info – Small One (1) Logi Info Production License	Annual Subscription Only	Per Agency, individual contracts required	Internal only - up to 100 End Users	\$40,000.00	10%
Logi Info – Non-Production (Logi Info Production required)					
Logi Info – non-production One (1) Logi Info non-production license	Annual Subscription Only	Per Agency, individual contracts required	For development and testing purposes only, may not be distributed to End Users	50% of then-current Info cost	10%
Logi Info – Disaster Recovery (Logi Info Production and Non-Production required)					
Logi Info – non-production One (1) Logi Info disaster recovery license	Annual Subscription Only	Per Agency, individual contracts required	For development and testing purposes only, may not be distributed to End Users	25% of then-current Info cost	10%
Logi Info Studio – Workstation Development (Logi Info Production required)					
Logi Info Studio Licensed per workstation	Annual Subscription Only	Per Agency, individual contracts required	For individual development purposes only, may not be distributed to End Users	\$1,000.00	10%
Logi Self-Service Module (Logi Info Production required)					
Logi Self-Service Module (SSM) Logi Info Production Required	Annual Subscription Only	Per Agency, individual contracts required	Aligned with then-current Logi Info use	Greater of \$30,000 or 50% of then-current Info cost	10%
Logi Predict (Logi Info Production required)					
Logi Predict Module Logi Info Production Required	Annual Subscription Only	Per Agency, individual contracts required	Aligned with then-current Logi Info use	Greater of \$30,000 or 50% of then-current Info cost	10%
Logi DataHub (Logi Info Production required)					
Logi DataHub Module Logi Info Production Required	Annual Subscription Only	Per Agency, individual contracts required	Aligned with then-current Logi Info use	Greater of \$30,000 or 50% of then-current Info cost	10%

3.2 Maintenance Software

Maintenance will be provided to existing customers only, on existing licenses only. Any additional licensing needs shall be subject to pricing in Section 3.1 in this Exhibit.

Maintenance Software					
Description	License Type	Licensee	Scope of Use	Price	Discount
Logi Info (current customers only)					
Logi Info – Unlimited One (1) Logi Info Production Maintenance	Maintenance Only	Per Agency, individual contracts required	Internal/External – unlimited End Users	Negotiated	10%
Logi Info – X-Large One (1) Logi Info Production Maintenance	Maintenance Only	Per Agency, individual contracts required	Internal only - up to 1,000 End Users	\$43,800.00	10%
Logi Info – Large One (1) Logi Info Production Maintenance	Maintenance Only	Per Agency, individual contracts required	Internal only - up to 500 End Users	\$37,960.00	10%
Logi Info – Medium One (1) Logi Info Production Maintenance	Maintenance Only	Per Agency, individual contracts required	Internal only - up to 250 End Users	\$29,200.00	10%
Logi Info – Small One (1) Logi Info Production Maintenance	Maintenance Only	Per Agency, individual contracts required	Internal only - up to 100 End Users	\$17,520.00	10%
Logi Info – Non-Production (Logi Info Production required)					
Logi Info – non-production One (1) Logi Info Non-Production Maintenance	Maintenance Only	Per Agency, individual contracts required	For development and testing purposes only, may not be distributed to End Users	50% of then-current Info cost	10%
Logi Info – Disaster Recovery (Logi Info Production and Non-Production required)					
Logi Info – non-production One (1) Logi Info Disaster Recovery Maintenance	Maintenance Only	Per Agency, individual contracts required	For development and testing purposes only, may not be distributed to End Users	25% of then-current Info cost	10%
Logi Info Studio – Workstation Development (Logi Info Production required)					
Logi Info Studio Licensed per workstation	Maintenance Only	Per Agency, individual contracts required	For individual development purposes only, may not be distributed to End Users	\$500.00	10%
Self-Service Reporting Module (SSRM) (Logi Info Production required)					
Logi Self-Service Reporting Module (SSRM) Logi Info Production required	Maintenance Only	Per Agency, individual contracts required	Aligned with then-current Logi Info use	25% of then-current Info cost	10%
Self-Service Module (SSM) (Logi Info Production required)					

Logi Self-Service Module (SSM) Logi Info Production required	Maintenance Only	Per Agency, individual contracts required	Aligned with then- current Logi Info use	50% of then- current Info cost	10%
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Maintenance Software (con't)					
Description	License Type	Licensee	Scope of Use	Price	Discount
Logi Ad Hoc					
Logi Ad Hoc – Unlimited One (1) Logi Ad Hoc Production License	Maintenance Only	Per Agency, individual contracts required	Internal/External – unlimited End Users	Negotiated	10%
Logi Ad Hoc – X-Large One (1) Logi Ad Hoc Production License	Maintenance Only	Per Agency, individual contracts required	Internal only - up to 1,000 End Users	\$21,900.00	10%
Logi Ad Hoc – Large One (1) Logi Ad Hoc Production License	Maintenance Only	Per Agency, individual contracts required	Internal only - up to 500 End Users	\$18,980.00	10%
Logi Ad Hoc – Medium One (1) Logi Ad Hoc Production License	Maintenance Only	Per Agency, individual contracts required	Internal only - up to 250 End Users	\$14,600.00	10%
Logi Ad Hoc – Small One (1) Logi Ad Hoc Production License	Maintenance Only	Per Agency, individual contracts required	Internal only - up to 100 End Users	\$8,760.00	10%
Logi Ad Hoc – Non-Production					
Logi Ad Hoc – non-production One (1) Logi Ad Hoc non-production license	Maintenance Only	Per Agency, individual contracts required	For development and testing purposes only, may not be distributed to End Users	50% of then- current Ad Hoc cost	10%

3.3 Annual Support

Annual Support (required for all contracts)				
Description	Licensee	Scope of Use	Price	Discount
Basic Support 1 point of contact (POC) 5 phone support/online web meetings per year Unlimited web-portal support	Per Agency, individual contracts required	For Agency employees and their contractors only	\$3,000.00	0%
Premier Support 3 points of contact (POCs) 25 phone support/online web meetings per year Unlimited web-portal support	Per Agency, individual contracts required	For Agency employees and their contractors only	\$7,500.00	0%
Platinum Support Unlimited point of contact (POC) Unlimited phone support/online web meetings Unlimited web-portal support Annual Application Health Check Dedicated Expert-On-Demand (5 incidents) Self-Paced Training Passport (10 seats) Platinum User Conference Access	Per Agency, individual contracts required	For Agency employees and their contractors only	\$25,000.00	0%

3.4 Professional Services and Training

Professional Services		
Description	Price	Discount
Custom Engagements		
Professional Services 10-day minimum, priced per day Scoping of project required, Logi delivered	\$2,000.00	0%
Expert On-Demand Sold in blocks of hours only, priced per hour 10 Hours (10 hour block) 20 Hours (20 hour block) 40 Hours (40 hour block) Designed to support Logi Developers, Expert on Demand provides fast access to expert consultants over the phone and via WebEx to provide targeted training, and support. Expert on Demand is ideal for guidance on approaches to security, integration, visualization development, and other issues that go beyond core product support. When you need answers to complex questions, but don't need a full services implementation, Expert on Demand is there for you. Expert on Demand provides response times on a best efforts basis with no pre-negotiated SLAs. 1 hour block	\$350.00	0%
Packaged Services		
Application Health Check Ideal for: • Diagnosing performance issues • Determining how to scale easily and successfully • Fixing workflow and usability issues • Learning the best-practice approach to common Logi application designs Additional Information: • Delivery Timeframe: 1 week • Discovery Session: 1-2 days on site • Diagnosis & Recommendations: 3-4 days off site • Solution Review: Presented at the end of the week • Travel and expenses are included Final deliverables include recommended solutions, step-by-step instructions on how to apply each solution, and detailed documentation and mockups	\$10,000.00	0%
B.I. Blueprint The Project Blueprint provides a best-practice approach for your Logi Info implementation. A Logi Solutions Architect will lead your team through a requirements elicitation process over the course of 2 to 3 days, working with both your Business Stakeholders and your Engineering organizations to capture Market and Technical requirements, priorities, and constraints for the project. The Blueprint delivers a best-practice project framework for your implementation.	\$12,000.00	0%
Professional Services - Bronze Success Package Includes: • Self-Paced Training; Logi and Logi EOD (10 Hours) • Computer-based Training: Training is available for up to 3 months • Expert-on-Demand: • 10 hour block of phone consultative support with Logi Solution Consultants (to be used within 1 year) Provide advanced guidance on approaches to issues that go beyond core product support.	\$6,500.00	0%

Professional Services (con't)		
Description	Price	Discount
Packaged Services (con't)		
Professional Services - Silver Success Package Includes: • Training & Quickstart • Instructor-led web-based training teaching the core fundamentals of the Logi platform. • Logi Solutions Consultant will train report and application developers within your team. • Logi Solutions Consultant will help your team with: ◦ Installation of your development environment. ◦ Basic connectivity to your security model & data. ◦ Application feature design, best practices and application sprint development. • 5 Days to be used within 6 months of purchase Expert-on-Demand • 10 hour block of phone consultative support with Logi Solution Consultants (to be used within 1 year) Provide advanced guidance on approaches to issues that go beyond core product support.	\$13,800.00	0%
Professional Services - Gold Success Package Includes: • Training & Quickstart • Instructor-led onsite training teaching the core fundamentals of the Logi platform. • Logi Solutions Consultant will train report and application developers within your team. • Logi Solutions Consultant will help your team with: ◦ Installation of your development environment. ◦ Basic connectivity to your security model & data. ◦ Application feature design, best practices and application sprint development. • 5 Days to be used within 6 months of purchase, price does not include Travel and Expenses. Expert-on-Demand • 10 hour block of phone consultative support with Logi Solution Consultants (to be used within 1 year) Provide advanced guidance on approaches to issues that go beyond core product support.	\$15,500.00	0%
Self-Paced Training		
Logi Info only		
Training – Logi Info Developer Fundamentals Course – self-paced Sold on a per seat basis; 1 seat For Licensee use only Training expires 6 months from date of purchase. Upon starting training, user must complete it within 90 days	\$600.00	0%
Training – Logi Info Developer Fundamentals Course – self-paced Sold on a per seat basis; 5 seats For Licensee use only Training expires 6 months from date of purchase. Upon starting training, user must complete it within 90 days	\$2,100.00	0%
Logi Self-Service Module (SSM) only		
Training – SSM Configuration & Deployment – self-paced Sold on a per seat basis; 1 seat For Licensee use only Training expires 6 months from date of purchase. Upon starting training, user must complete it within 90 days	\$325.00	0%
Training – SSM Configuration & Deployment – self-paced Sold on a per seat basis; 5 seats For Licensee use only Training expires 6 months from date of purchase. Upon starting training, user must complete it within 90 days	\$1,050.00	0%
Logi Info and Self-Service Module (SSM) Bundle		
Training – Info Fundamentals & SSM Course Bundle – self-paced Sold on a per seat basis; 1 seat For Licensee use only Training expires 6 months from date of purchase. Upon starting training, user must complete it within 90 days	\$810.00	0%
Training – SSM Configuration & Deployment – self-paced	\$2,600.00	0%

Sold on a per seat basis; 5 seats For Licensee use only Training expires 6 months from date of purchase. Upon starting training, user must complete it within 90 days		
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EXHIBIT C – ESCROW AGREEMENT

Software Escrow Agreement

("Multiple Beneficiaries – Minimum Service")

September 15, 2015
Date of Agreement

26782 MB-Min
Escrow Number

EscrowTech International, Inc.
Escrow Agent

801-852-8202
Telephone

3290 West Mayflower Way
Address

801-852-8203
Facsimile

Lehi, UT 84043
City, State, Zip Code

Logi Analytics, Inc.
Owner Company Name

Legal Department
Main Contact

7900 Westpark Drive, Suite A200
Address Line 1

703-752-9700
Telephone

Address Line 2

Facsimile

McLean, VA 22102
City, State, Zip Code

legal@logianalytics.com
e-mail Address

United States
Country

1. **Software and Establishment of Escrow.** Owner owns, or has the right to license or distribute, certain computer software identified as the "Software" in Exhibit A attached hereto. By this Agreement, Owner establishes an escrow of Deposit Materials (see Exhibit A) for the Software (the "Escrow").

2. **Beneficiaries and List.** Owner desires that its then-current licensees of the Software be the Beneficiaries under this Agreement. Owner shall deliver to EscrowTech a list of Beneficiaries. From time to time, Owner will provide an updated list of Beneficiaries. Such lists will be in writing. Each updated list will be complete, i.e., will include all licensees who are Beneficiaries. Owner has no obligation to include on a list any licensee who Owner

elects to deny Beneficiary status. For each Beneficiary on the list, Owner shall include the Beneficiary's name, address and telephone number. If a previously listed Beneficiary is not included on the then-most current list, then such Beneficiary shall cease to be a "Beneficiary" under this Agreement. Owner may give assurances or contractual commitments to a Beneficiary concerning the inclusion or removal (or non-removal) of the Beneficiary from this list, but such assurances and commitments are not made by EscrowTech (i.e., EscrowTech will rely on the then-most current list from Owner).

3. **Relationship with Beneficiaries.** Because this is a "minimum service" escrow, EscrowTech has no obligation to contact or communicate with or give

notices to Beneficiaries (but may do so if it desires), except as necessary in connection with a release of Deposit Materials to a Beneficiary who has paid the Release Fee. At EscrowTech's option, a Beneficiary shall have no right under this Agreement or the Escrow unless such Beneficiary delivers to EscrowTech a written acceptance of this Agreement.

4. **Deposit Materials.** Owner shall deposit the "Deposit Materials" (including "Updates") into the Escrow by delivering to EscrowTech the Deposit Materials described in Exhibit A. Owner warrants that it has the right to provide the Deposit Materials to EscrowTech for the purposes of this Agreement and shall indemnify EscrowTech against, and hold it harmless from, any claim to the contrary by a third party.

5. **Encryption and Reproduction.** Owner warrants that none of the Deposit Materials will be encrypted and that all of the Deposit Materials will be in a readable and useable form (for purposes of the Permitted Use – see Section 14) and will be readily reproducible by EscrowTech for copying as needed under this Agreement (see, e.g., Section 13). Exception: If Deposit Materials are transmitted electronically to EscrowTech via FTP or other electronic transmission method accepted by EscrowTech, then such Deposit Materials may be in an encrypted format that is acceptable to EscrowTech and that can be decrypted by EscrowTech and stored in an unencrypted format on physical media (e.g., a CD ROM). It is Owner's responsibility to provide any decryption tools/keys, passwords, and information needed for decryption. It is not EscrowTech's responsibility to discover if any of the Deposit Materials are encrypted or password protected or to provide de-encryption tools/keys, passwords or information needed for decryption.

6. **Updates.** Owner shall update the Escrow by delivering to EscrowTech Updated Deposit Materials ("Updates") as described in Exhibit A. Updates shall be part of the "Deposit Materials."

7. **Deposit Procedure.** Deposit Materials shall be delivered by Owner to EscrowTech in accordance with EscrowTech's then-current deposit procedures. Duplicate copies (i.e., two sets) of all Deposit Materials in reliable storage media should be delivered by Owner, but EscrowTech is not responsible if Owner fails to comply with this.

(a) **Deposit Inventory Form.** Owner will submit with the Deposit Materials a completed Deposit Inventory Form. Such Deposit Inventory Form shall be a representation by Owner that the Deposit Materials conform to the descriptions and identifications in the Deposit Inventory Form.

(b) **Confirmation.** To confirm receipt of the Deposit Materials, EscrowTech will mail or otherwise deliver a copy of the Deposit Inventory Form to Owner.

(c) **Deficiency.** EscrowTech is not responsible if the Deposit Materials are deficient (e.g., incomplete or inadequate) or if there is some other problem.

(d) **Reproducible.** It is Owner's responsibility to ensure that the Deposit Materials provided by Owner (including, without limitation those on any electronic media - e.g., CD-ROMs, magnetic tapes, etc.) are provided in a reproducible form.

(e) **No Verification.** EscrowTech is not responsible for verifying the completeness, accuracy, suitability, state, format, safety, quality, or content of the Deposit Materials.

8. **Replacement of Obsolete Deposit Materials.** Owner may identify for EscrowTech any Deposit Materials which become obsolete, outdated or redundant and instruct EscrowTech to destroy or return the identified Deposit Materials. Such identification shall be made in writing and must be consistent with the labeling and identification used by Owner when the Deposit Materials were delivered to EscrowTech or be otherwise understandable to EscrowTech. The "Deposit Materials" shall cease to include any destroyed or returned Deposit Materials.

9. **License Agreement.** Owner and each Beneficiary have entered into one or more agreements that relate to the Software. For that Beneficiary, such agreement(s) is (are) referred to herein as the "License Agreement." This Software Escrow Agreement is "supplementary" to the License Agreement within the meaning of Section 365(n) of the U.S. Bankruptcy Code (11 U.S.C. 365(n)). If this Agreement and/or the License Agreement is/are rejected by Owner as a debtor in possession or a trustee or by any other person or entity under the U.S. Bankruptcy Code, then the Beneficiary may elect to retain its rights as provided in Section 365(n). The Parties intend that no bankruptcy or bankruptcy

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proceeding, petition, law or regulation (and no other proceeding, petition, law or regulation of a similar nature in any state or foreign jurisdiction) will impede, delay or prevent the release of Deposit Materials to a Beneficiary in accordance with the provisions of this Agreement, and Owner hereby conveys and licenses to EscrowTech such rights (including intellectual property rights) as are necessary to allow EscrowTech to lawfully make such release and perform this Agreement. This license is granted as of the date of this Agreement and shall predate any bankruptcy petition subsequent to such date.

10. **Embodiments of Intellectual Property.** The Deposit Materials are an "embodiment" of "intellectual property" as those terms are used in Section 365(n) of the U.S. Bankruptcy Code (11 U.S.C. 365(n)). The tangible Deposit Materials and any copies thereof made by EscrowTech in accordance with this Agreement are owned by EscrowTech, but such ownership does not include ownership of any copyrights or other intellectual property in or to the Deposit Materials.

11. **Release of Deposit Materials - Request of Beneficiary.** A Beneficiary will be entitled to receive the Deposit Materials if the "Release Condition" described in Exhibit B occurs. The following release procedure shall apply:

(a) **Notice to EscrowTech.** The Beneficiary shall give written notice to EscrowTech informing EscrowTech that the Release Condition has occurred, and shall request EscrowTech in writing to release the Deposit Materials to Beneficiary. The Beneficiary must be on the then-most current list of Beneficiaries at the time this notice is received by EscrowTech, and such list shall be used for the purposes of this release procedure and for determining Beneficiary's right to receive Deposit Materials.

(b) **Notice to Owner.** EscrowTech shall then promptly send written notice to Owner of the Beneficiary's notice and request for release. Such notice will be sent by a "next day" or "overnight" or "priority" or "express" delivery service (e.g., Federal Express, UPS, U.S. Express Mail, etc.) or will be delivered personally.

(c) **Release and Waiting Period.** Unless there is a timely dispute or objection as provided in Section 11(d) below, EscrowTech shall release the Deposit

Materials to the Beneficiary promptly after expiration of the Waiting Period. The "Waiting Period" shall be two weeks, beginning on the date that the notice is sent by EscrowTech to Owner.

(d) **Dispute.** If Owner disputes the Beneficiary's right to the Deposit Materials or otherwise objects to their release, then Owner must give written notice of such dispute or objection to EscrowTech prior to the conclusion of the Waiting Period. If EscrowTech receives such timely notice of dispute or objection, EscrowTech will not release the Deposit Materials to the Beneficiary until the dispute is resolved by Owner and the Beneficiary in accordance with Section 19 or by court order. Such resolution will determine whether or not the Beneficiary is entitled to receive the Deposit Materials. EscrowTech has no obligation to determine whether or not the Beneficiary is entitled to the Deposit Materials.

(e) **Partial Release.** If Owner believes that the Beneficiary is entitled to a release of only a portion of the Deposit Materials (e.g., Deposit Materials corresponding to unlicensed versions - see (f) below), it is the responsibility of Owner to indicate this in a written notice to EscrowTech and to clearly identify in such notice the portion of the Deposit Materials that should be released to the Beneficiary. This notice must be given promptly and must be received by EscrowTech within the above Waiting Period. If the Beneficiary believes that it is entitled to more than said portion of the Deposit Materials, then this dispute shall be resolved in accordance with Section 19.

(f) **Unlicensed Versions.** A Beneficiary is not entitled to receive Deposit Materials corresponding to Software versions not licensed or provided by Owner to Beneficiary. [For example, if the Deposit Materials correspond to versions 1.0, 2.0, 2.1 and 3.0 of the Software, but only versions 2.0 and 2.1 are licensed to the Beneficiary, then the Beneficiary is only entitled to a release of the Deposit Materials corresponding to versions 2.0 and 2.1.] If applicable, it is the responsibility of Owner under (e) above to inform EscrowTech of the specific Deposit Materials which should not be released to the Beneficiary. In the absence of such information, EscrowTech may release all of the Deposit Materials in the Escrow or all of the Deposit Materials requested by the Beneficiary under (a) above.

12. **Release of Deposit Materials - Owner's Instruction.** Upon receipt of notice and instruction from Owner and the receipt of the Release Fee, EscrowTech shall release the Deposit Materials to the Beneficiary designated in the instruction.

13. **Copies.** Because there are multiple Beneficiaries under this Escrow, any Deposit Materials released to Beneficiaries under this Agreement may be in the form of copies of the Deposit Materials. EscrowTech may copy the Deposit Materials for the purposes of this Agreement. Such copies shall be considered Deposit Materials for the purposes of this Agreement.

14. **Use of Released Deposit Materials.** Deposit Materials released to a Beneficiary under this Agreement may only be used by the Beneficiary as permitted in Exhibit B ("Permitted Use"). Owner hereby licenses the Beneficiary to practice the Permitted Use. Although Beneficiary is not entitled to receive any Deposit Materials until after a release under this Agreement, this Permitted Use license is granted as of the date of this Agreement and shall predate any bankruptcy petition subsequent to such date. If this Agreement and/or the License Agreement are/is rejected by Owner as a debtor in possession or by a trustee or by any other person or entity under the U.S. Bankruptcy Code, then the Beneficiary may elect to retain this Permitted Use license as part of the rights it may retain in accordance with Section 365(n) of the U.S. Bankruptcy Code. This shall not negate, prejudice or limit any other rights which the Beneficiary may have.

15. **Fees.** EscrowTech shall receive the following fees and payments:

(a) **Initial Fee.** Beginning on the date of this Agreement and on each anniversary thereafter until termination of the Escrow, Owner shall pay an Annual Fee to EscrowTech in accordance with the Fee Schedule (Exhibit C). The Annual Fee is payable at the beginning of the contract year to which it is applicable.

(b) **Excess Update Fee.** Owner is entitled to four Updates to the Escrow per contract year at no extra charge. If more than four Updates are made in a contract year, Owner shall pay the Excess Update Fee (see Exhibit C) to EscrowTech for each extra Update.

(c) **Release Fees.** Each Beneficiary requesting a release of any Deposit Materials under Section 11 shall pay the Release Fee (see Exhibit C) to EscrowTech. If any Deposit Materials are released to a Beneficiary at the instruction of Owner under Section 12, Owner shall pay the Release Fee to EscrowTech. The Release Fee is payable at the time of the request or instruction. EscrowTech has no obligation to act or to release any Deposit Materials to a Beneficiary until after the applicable Release Fee has been received by EscrowTech.

(d) **Excess Storage Charges.** If the storage requirement for the Deposit Materials exceeds two cubic feet, then Owner will pay the Excess Storage Charge (see Exhibit C).

(e) **Increases.** The fees set forth in Exhibit C are fixed for the first three years of this Agreement. Thereafter, fees are subject to reasonable increase by EscrowTech upon written notice. EscrowTech's then-current fees shall be payable.

(f) **Costs.** Each Beneficiary shall pay EscrowTech for reasonable costs incurred by EscrowTech in releasing, copying and delivering the Deposit Materials to the Beneficiary. All other out-of-pocket costs reasonably incurred by EscrowTech in connection with this Agreement are reimbursable by the applicable Beneficiary and Owner to EscrowTech. Costs are not included in the above fees and are payable in addition to the above fees.

16. **Termination of Beneficiary.** A Beneficiary's status as a "Beneficiary" under this Escrow will terminate, and the Beneficiary will cease to be a "Beneficiary" under this Agreement, if either of the following occurs:

(a) An updated list of Beneficiaries under Section 2 fails to include Beneficiary as a then-current Beneficiary. Clarifications: (1) if a Beneficiary is on the then-most current list at the time EscrowTech receives a notice from the Beneficiary under Section 11(a), then such list shall be used as described in Section 11; and (2) the Beneficiary may be reinstated as a Beneficiary if included on a subsequent updated list under Section 2.

(b) The Escrow terminates.

EscrowTech will have no obligation or liability to the Beneficiary after such termination. Termination of a

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Beneficiary shall not affect the other Beneficiaries.

17. **Termination of Escrow.** Subject to Section 18, this Escrow may be terminated by either Owner or EscrowTech upon 90 days advance written notice of termination to the other Party. Owner shall promptly give notice of such termination to all Beneficiaries. If a Release Condition occurs and EscrowTech receives written notice thereof from a Beneficiary under Section 11(a) prior to the date of termination, then the Escrow will not terminate as to such Beneficiary without the written consent of that Beneficiary (or a final determination that the Beneficiary is not entitled to a release). Upon termination of the Escrow, the following shall apply:

(a) EscrowTech shall either return the Deposit Materials to Owner or destroy the Deposit Materials, whichever Owner requests. If destruction is requested, EscrowTech will certify in writing to Owner that such destruction has occurred.

(b) EscrowTech shall have no obligation or liability to Owner or any Beneficiary after termination.

(c) Termination of the Escrow shall not affect any rights and licenses granted to EscrowTech or a Beneficiary with respect to Deposit Materials released to (or which should be released to) the Beneficiary because of a Release Condition occurring prior to the date of termination.

18. **Establishment of Substitute Escrow.** During the 90 day period under Section 17, Owner may establish a substitute Software escrow with a third party escrow agent. If more than 90 days is needed to establish the substitute Software escrow and if EscrowTech receives written notice from Owner of such need prior to the end of such 90 days, then the 90 day period under Section 17 shall be extended as reasonably necessary and the Escrow shall not terminate until EscrowTech receives written notice from Owner that the substitute Software escrow has been established. However, this may not be extended by more than six months.

19. **Dispute Resolution.** In the event of any dispute between Owner and EscrowTech or between a Beneficiary and EscrowTech or between Owner and a Beneficiary relating to this Agreement or the Escrow, they shall first seek to settle the dispute by mutual agreement. If they have not reached a

settlement within one week, then thereafter either of them may submit the dispute to arbitration, and if so submitted, such dispute shall be finally settled by arbitration conducted in accordance with the commercial arbitration rules of the American Arbitration Association or its successor. The disputing Parties shall attempt to mutually agree upon a neutral arbitrator. If the disputing Parties cannot reach such agreement, they shall request the American Arbitration Association or its successor to designate a neutral arbitrator. Any arbitration involving EscrowTech as a party shall be conducted in Salt Lake City, Utah. Any arbitration to which EscrowTech is not a party shall be conducted in Owner's city as indicated at the beginning of this Agreement. This Section does not apply to any dispute between two Beneficiaries that does not include EscrowTech or Owner as a party to such dispute. The institution of any arbitration proceeding hereunder shall not relieve any Party of its obligation to make payments under this Agreement. The decision by the arbitrator shall be binding and conclusive upon the Parties, their successors, assigns and trustees and they shall comply with such decision in good faith, and each Party hereby submits itself to the jurisdiction of the courts of the place where the arbitration is held, but only for the entry of judgment or for the enforcement of the decision of the arbitrator hereunder. Judgment upon the award may be entered in any court having jurisdiction.

20. **Protection of Deposit Materials.** EscrowTech shall keep the Deposit Materials delivered to it in secure storage and shall keep the contents thereof confidential. If any of the Deposit Materials are damaged, destroyed or lost by fire, theft, accident, or other mishap or cause, Owner shall promptly submit to EscrowTech such Updates or replacements as are necessary to replace the damaged, destroyed or lost Deposit Materials. There shall be no Excess Update Fees charged for such Updates or replacements.

21. **Indemnification.** In the event that EscrowTech takes any action or inaction at the request or demand of Owner or a Beneficiary, then the Owner or Beneficiary making such request or demand shall indemnify and hold harmless EscrowTech and its directors, officers, employees, shareholders, and representatives from and against any and all liabilities, claims, judgments, damages, losses and expenses, including attorneys' fees, arising out of or relating to such action or inaction.

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22. **Depository Only.** EscrowTech acts hereunder as a depository only and is not responsible or liable for the completeness, accuracy, suitability, state, format, safety, quality, content, sufficiency, correctness, genuineness or validity of the Deposit Materials or any document submitted to EscrowTech or the execution of the same or the identity, authority, or rights of any person executing or depositing the same. EscrowTech is not responsible for any loss of Deposit Materials due to defective, outdated, or unreliable storage media (e.g., CD ROMs, magnetic tape, disks, etc.) or for the degradation of storage media.

23. **Uncertainty.** Notwithstanding anything in this Agreement to the contrary, if EscrowTech is uncertain as to any duty, obligation, demand, or right, EscrowTech may hold the Deposit Materials and refrain from taking any action and wait for a final resolution under Section 19 or a court order.

24. **Reliance.** EscrowTech shall not incur any liability in acting upon any notice, request, waiver, consent, receipt or other paper or document believed by EscrowTech to be genuine and to be signed by the proper party or parties, or in acting upon any resolution under Section 19 or any court order.

25. **Extraordinary Services.** In addition to the fees and charges for the usual services of EscrowTech under this Agreement (see Section 15 and Exhibit C), EscrowTech shall be entitled to additional reasonable compensation should EscrowTech be requested or required to perform any additional or extraordinary service; and EscrowTech shall be reimbursed for any out-of-pocket expenses (including, without limitation, travel expenses and fees of counsel) reasonably incurred in connection with such additional or extraordinary services. Extraordinary services include, but are not limited to, any involvement of EscrowTech, at the request or demand of Owner or a Beneficiary, in any arbitration or litigation between Owner and the Beneficiary.

26. **Disclaimer.** ESCROWTECH MAKES NO WARRANTY NOT EXPRESSLY SET FORTH HEREIN. ANY IMPLIED WARRANTIES ARE DISCLAIMED AND EXCLUDED BY ESCROWTECH.

27. **Limitation on Liability.** FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION (INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT,

TORT, MALPRACTICE, ETC.), ESCROWTECH'S AGGREGATE LIABILITY TO OWNER AND THE BENEFICIARIES SHALL NOT EXCEED THE TOTAL FEES PAID TO ESCROWTECH UNDER THIS AGREEMENT. IN NO EVENT SHALL ESCROWTECH BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES OR LOSS OF PROFITS, REVENUES OR BUSINESS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

28. **Interpretation.** The wording used in this Agreement is the wording chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against or in favor of any Party. Section headings are for convenience only, and do not limit or affect the provisions of this Agreement or their interpretation.

29. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties relating to the Escrow. This Agreement sets forth all the duties and obligations of EscrowTech with respect to any and all matters relating to this Agreement, the Escrow or the Deposit Materials. EscrowTech has no implied duties or obligations. No prior, contemporaneous, or subsequent purchase order that contains conflicting or additional terms or conditions will be binding on parties even if such purchase order is acknowledged or accepted.

30. **Force Majeure.** Except for obligations to make payment, no Party shall be liable for any failure to perform arising from causes beyond its control, including, but not limited to, fire, storm, flood, earthquake, explosion, accident, theft, terrorism, acts of public enemies, war, insurrection, sabotage, illness, labor disputes or shortages, product shortages, failure or delays in transportation, inability to secure materials, parts or equipment, acts of God, or acts of any governmental authority or agency thereof.

31. **Governing Law.** This Agreement, the Escrow and the relationship of EscrowTech with Owner and each Beneficiary shall be governed and construed under and in accordance with the laws of the state of Utah without regard to conflict of laws principles. Furthermore, in the event of any litigation or arbitration between EscrowTech and Owner or between EscrowTech and any Beneficiary, such litigation or arbitration shall be conducted exclusively in Salt Lake City, Utah and the Parties hereby agree and submit to such jurisdiction and venue.

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32. **Notices.** All notices under this Agreement shall be in writing and shall be delivered to the address indicated for the intended Party at the beginning of this Agreement, or to such substitute address as any Party may designate for itself by proper notice to the other Party. Notices to a Beneficiary shall be directed to the applicable address on the then-most-current list of Beneficiaries received by EscrowTech, or a substitute address designated by the Beneficiary for itself in a notice actually received. It is the responsibility of each Party to keep the other Party informed of its address and telephone and fax numbers.

33. **Modification.** This Agreement may only be modified, amended or rescinded by a writing signed by all affected Parties.

[Signatures are found on next page.]

Agreed to and accepted by:

Logi Analytics, Inc.

Owner Company Name


Authorized Signature

Name **Angela T. Malley**
Director of Legal Affairs

Title

EscrowTech International, Inc.

Escrow Agent


Authorized Signature

Name **Jorge Sagastume**

Title

Vice President

Title



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EXHIBIT A

1. SOFTWARE

The following "Software" is licensed or provided by Owner to Beneficiary under their License Agreement:

Logi Info, Self-Service Reporting Module (SSRM), and Logi Studio

2. DEPOSIT MATERIALS

Owner shall deliver to EscrowTech the following "Deposit Materials" to be held in the Escrow:

Source Code for the Software

3. UPDATES

Owner will keep the Deposit Materials current with future updates, versions and releases of the Software, by delivering to EscrowTech corresponding updated Deposit Materials ("Updated Deposit Materials" or "Updates"). Owner shall keep the Deposit Materials for the Software current with the Software licensed or provided by Owner under the License Agreements. However, Owner shall not be obligated to provide Updates more frequently than 4 times per contract year.

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EXHIBIT B

1. RELEASE CONDITION

The "Release Condition" shall be deemed to have occurred in the event of any of the following:

1. Owner discontinues business because of insolvency or bankruptcy, and no successor assumes Owner's Software maintenance obligations under the License Agreement.
2. The Beneficiary becomes entitled to a release of the Deposit Materials pursuant to the terms of its License Agreement.

2. PERMITTED USE

The following apply to Deposit Materials released to Beneficiary in accordance with this Software Escrow Agreement:

1. Beneficiary may only use the Deposit Materials to maintain, modify and enhance the Software. The maintained, modified and enhanced Software may only be used in accordance with the License Agreement.
2. Beneficiary may not disclose the Deposit Materials to any third party and shall keep the Deposit Materials confidential, except as provided below.
3. Beneficiary may engage the services of independent contractors (e.g., computer programmers or an outsourced maintenance service) to assist Beneficiary in exercising its Permitted Use rights. Each such independent contractor must agree in writing that it/he/she will not disclose or transfer the Deposit Materials to any other person, and will not use the Deposit Materials for any purpose other than to assist Beneficiary in exercising its Permitted Use rights. These restrictions shall not limit or negate the rights, if any, of the independent contractor with respect to materials that are similar or identical to the Deposit Materials and are lawfully received by the independent contractor from a source other than Beneficiary (e.g., a maintenance service that receives similar or identical materials from other beneficiaries or licensees).
4. Items a., b. and c. above are subject to such additional rights or limitations as may be set forth in a provision, if any, in the License Agreement which addresses use of the released Deposit Materials by Beneficiary.

The Permitted Use is a fully paid-up license and may not be revoked, terminated or rejected without Beneficiary's written consent. This Permitted Use license also includes the right to use and copy the binary, executable and object code versions of the Software and the maintained, modified and enhanced versions of Software created from or with the Deposit Materials.

EXHIBIT C
Fee Schedule¹

Services	Description of Services	Fee	Payor
☒ Escrow	EscrowTech will setup a standard escrow account governed by the standard escrow agreement. RealTime Escrow access will be provided for online-management of account which includes access to all executed documents, Status Reports, ability to view and pay invoices, view all Confirmation of Receipt of Deposit, and submit Deposit Materials. For added retention security, EscrowTech will provide dual site storage for deposits. Customization of this agreement may be subject to an increase in the annual fee.	\$1495 per year	☒ Owner
☒ Beneficiary Fee	EscrowTech will register Beneficiaries to the escrow account through the List of Beneficiaries. The Beneficiary's registration will be governed by the escrow agreement.	N/A	N/A
☒ Confirmation of Receipt of Deposit and Standard Inspection of Deposit Materials	Each time Owner submits Deposit Materials to EscrowTech, Owner provides a Deposit Inventory Form with the Deposit Materials. The Deposit Inventory Form is signed by a representative of Owner and is Owner's representation to Beneficiary and EscrowTech that the tangible media (e.g., CD ROMs, magnetic tapes, etc.) containing the Deposit Materials do in fact contain the Deposit Materials described or identified on the Deposit Inventory Form. EscrowTech will send to Owner and Beneficiary a written confirmation and email confirmation that the Deposit Materials have been received. This confirmation will be accompanied by a copy of the Deposit Inventory Form. EscrowTech conducts a Physical Audit of the Deposit Materials which consists of reviewing the Deposit Inventory Form and visually checking the tangible media containing the Deposit Materials for any discoverable discrepancy with the form. A discovered discrepancy will be reported in writing to both the Owner and the Beneficiary. This does not include an examination of the code or other content of the tangible media. Examination of content is covered under our Technical Verification Services. The Standard Inspection does not apply to deposits made via FTP to EscrowTech.	N/A	N/A
☐ File Listing Verification Report	In addition to the Confirmation Receipt of Deposit and Standard Inspection of Deposit Materials, EscrowTech will send to Beneficiary a File Listing Verification Report. The File Listing Verification Report includes a file listing, a file classification table, Cryptographic hash function (MD5) for each file, a virus scan outputs, and an Expanded Deposit Inventory Form which includes the Verification Questionnaire. Additionally, EscrowTech will verify the existence of build instructions. The annual fee includes this service to be performed on up to four Deposits per year. A fee of \$100 USD will be charged to perform this service on each Deposit to the escrow in excess of four. This service can only be performed on Deposit Materials that are readable on a PC running Windows.	\$595 per year	☐ Owner, or ☐ Beneficiary
☐ Long-Term Storage	In addition to EscrowTech's dual site storage, Deposit Materials will be copied on M-DISCs. Unlike computer hard-drives, flash drives and optical discs (CD, DVD and Blu-ray) that suffer from decay, M-DISCs preserve the Deposit Materials because they cannot be overwritten, erased, or corrupted by natural processes. It is the new standard in digital storage and EscrowTech stores your information on the best storage media available.	\$145 per year	☐ Owner, or ☐ Beneficiary
☐ Technical Verification – Deposit Analysis	In addition to the File Listing Verification Report, EscrowTech will perform an analysis of the Build Instructions included with the Deposit Materials. The report will identify the hardware, operating system, programming languages, third party software, and library dependencies.	\$1095 per Analysis	☐ Owner, or ☐ Beneficiary

¹ These Fees are fixed for the first three years of the Escrow Agreement. Thereafter, all Fees are subject to increase by EscrowTech upon written notice. In addition, payments not made within 45 days of the date of the invoice are subject to a 5% late fee plus interest at the rate of 1.5% per month (but not exceeding any rate or amount prohibited by applicable law) until paid in full. In the event that a fee or payment under this Agreement is owed by a Party to EscrowTech, but not paid, then the other party must pay such fee or payment to EscrowTech.

☐ Technical Verification – Build and Compile	EscrowTech will perform a Technical Verification on deposit and any subsequent deposits upon request, which includes the outputs of the Technical Verification – Deposit Analysis as described above. EscrowTech will compile the source code in Deposit Materials and will build an executable program following build instructions and configuration information from the Owner (with respect to programs that are not compiled into executable programs in normal operations, EscrowTech will then test that the interpreted code operates). The development environment included in the Deposit Materials will be used by EscrowTech for this purpose. Owner must provide the programming documentation, build and compile instructions, and any other materials, resources, equipment, or tools needed by EscrowTech to enable or facilitate the technical verification. The Parties and EscrowTech will agree on a custom Technical Verification Addendum prior to start of fulfillment.	Starting at \$2995 per verification or based on Technical Verification Addendum	☐ Owner, or ☐ Beneficiary
☐ Technical Verification – Binary Comparison	Per the Technical Verification Addendum, EscrowTech will compare and analyze the files and executables against those being used by the Beneficiary. The comparison will include a file size match and an md5/sha1 checksum.	Based on Technical Verification Addendum	☐ Owner, or ☐ Beneficiary
☐ Technical Verification – Test Plan	Per the Technical Verification Addendum, EscrowTech will install the executables on a target computer and will test the program for functionality following the steps agreed upon by the Owner and Beneficiary.	Based on Technical Verification Addendum	☐ Owner, or ☐ Beneficiary
Excess Update	Four Updates per contract year are included at no charge. The Excess Update Fee is for Updates in excess of four per contract year. Unused Updates are not credited to and may not be used in subsequent years.	\$95 per additional Update	☐ Owner, or ☐ Beneficiary
Excess Storage Fee	Two cubic feet of space is dedicated to each account. If more than two cubic feet of space is required to hold the Deposit Materials, the Excess Storage Fee may be assessed.	\$70 per extra cubic foot per year	☐ Owner, or ☐ Beneficiary
Release of Deposit Materials	A Release Fee will be charged each time a release of the Deposit Materials is requested and fulfilled, payable by the requesting party.	\$250 per release	Requesting Party

EXHIBIT E
Special Conditions

[Intentionally Left Blank]

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EXHIBIT F
Satisfaction Guarantee

If this is Owner's first escrow with EscrowTech, then:

During the first year of this Agreement, if Owner is dissatisfied for any reason with EscrowTech's services, then Owner may terminate the Escrow (in accordance with Sections 15 and 16) and receive a full refund of all escrow fees paid by Owner to EscrowTech during the first year for this Escrow. To be eligible for the refund, Owner must terminate the Escrow prior to the end of the first year of this Agreement and must tell EscrowTech why Owner is not satisfied (so that EscrowTech will know how to improve its services). This refund does not include verification fees or out-of-pocket expenses.

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EXHIBIT D – STATEMENT OF WORK
(SOW) TEMPLATE

EXHIBIT D-X
CONTRACT NUMBER VA-080717-LOGI
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
Logi Analytics, Inc.

Exhibit D-X, between (Name of Agency/Institution) (“Authorized User”) and Logi Analytics, Inc. (“Supplier”) is hereby incorporated into and made an integral part of Contract Number VA-XXXXXX-XXX (“Contract”) between the Virginia Information Technologies Agency (“VITA”) on behalf of the Authorized User and Supplier.

In the event of any discrepancy between this Exhibit D-X and the Contract, the provisions of the Contract shall control.

[Note: Instructions for using this template to draft a Statement of Work are in *italics*. These instructions should be deleted after the appropriate text has been added to the Statement of Work. Contractual language is **not italicized** and should remain in the document. Text that is highlighted in blue is variable based on the nature of the project.]

STATEMENT OF WORK

This Statement of Work is issued by VITA on behalf of Authorized User. The objective of the project described in this Statement of Work is for the Supplier to provide the Authorized User with a Authorized User Project Name Solution (“Solution”).

1. Project Scope and Understanding of the Requirements

Provide information on the scope of the project and the Authorized User’s requirements for this particular engagement including:

- a) general description of the Solution*
- b) project boundaries*
- c) Authorized User-specific requirements*
- d) special considerations for implementing technology at Authorized User’s location(s)*
- e) other characteristics of this project that must be addressed to insure the success of the engagement*

2. Contract Products and Services to Support the Requirements

a. Products

List the Solution components (hardware, software, etc.) provided by Supplier that will be used to support the requirement. Identify any special configuration requirements, and describe the system infrastructure to be provided by the Authorized User. Provide an overview that reflects how the system will be deployed within the Authorized User’s environment.

b. Maintenance Services

Provide information on the services (e.g., requirements development, Solution design, configuration, installation) that will be provided by Supplier in the course of providing the Solution.

c. Training and Knowledge Transfer

Provide an overview of training services to be provided to the Authorized User and any special requirements for specific knowledge transfer to support the Authorized User's successful implementation of the Solution. If the intent is for the Authorized User to become self-sufficient in operating or maintaining the Solution, determine the type of training necessary, and develop a training plan, for such user self-sufficiency.

d. Support Services

Document the level of support, as available under the Contract, required by the Authorized User to operate and maintain the Solution. This may include conversion support, legacy system integration, transition assistance, Solution maintenance (including maintenance level), or other specialized consulting to facilitate delivery or use of the Solution.

3. Project Events and Tasks

Provide a high-level overview of project events and tasks to be accomplished to deliver the required Solution.

4. Period of Performance

Implementation of the Solution will occur within XX (XX) months of execution of this Statement of Work. This includes delivery and installation of all of the products and services necessary to implement the Authorized User's Solution, training, and any support, other than on-going maintenance services. The period of performance for maintenance services shall be one (1) year after implementation and may be extended for additional one (1) year periods, pursuant to and unless otherwise specified in the Contract.

5. Place of Performance

Tasks associated with this engagement will be performed at the Authorized User's location(s) in _____, Virginia, at Supplier's location(s) in, or other locations as required by the effort.

6. Milestones, Deliverables, Payment Schedule

The following table identifies milestone events and deliverables, the associated schedule, any associated payments, any retainage amounts, and net payments.

Milestone Event	Deliverable	Schedule	Payment	Retainage	Net Payment
Project kick-off meeting	---	Execution + 5 days	---	---	---
Site survey	Site survey report	Execution + 10 days	---	---	---
Installation of software	---	Execution + 20 days	\$10,000	\$1,000	\$9,000
Configuration and testing	---	Execution + 20 days	---	---	---
Training	Training manual	Execution + 30 days	\$10,000	\$1,000	\$9,000
User Acceptance Testing	---	Execution + 30 days	\$20,000	\$2,000	\$18,000
Implementation complete	Solution	Execution + 45 days	\$10,000	(\$4,000)	\$14,000

The total SOW price shall not exceed \$US XXX.

Required Deliverables are as follows: *(Provide a description of all Deliverables for this engagement.)*

- Site survey report:
- Training manual:
- Solution: See Sections 1 and 2 above.

If travel expenses are not included in the fixed price of the Product or Services, such expenses shall be reimbursed in accordance with Commonwealth of Virginia travel policies as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov/procedures/adminservices/capp/pdfdocs/20335.pdf>).

7. Assumptions and Project Roles and Responsibilities

This section contains assumptions specific to this engagement.

State assumptions here.

The following roles and responsibilities have been defined for this engagement:

(Sample Responsibility Matrix)

Responsibility Matrix	Supplier	Authorized User
Infrastructure – Preparing the system infrastructure that meets the recommended configuration defined in Section 2B herein		√
Server Hardware		√
Server Operating		√
Server Network Connectivity		√
Relational Database Management Software (Installation and Implementation)		√
Server Modules – Installation and Implementation	√	
PC Workstations – Hardware, Operating System, Network Connectivity		√
PC Workstations – Client Software		√
Application Installation on PC Workstations	√	
Wireless Network Access Points	√	
Cabling, Electric and User Network Connectivity from Access Points		√
Wireless Mobile Computing Products – Scanners, printers	√	
Project Planning and Management	√	√
Requirements Analysis	√	√
Application Design and Implementation	√	
Product Installation, Implementation and Testing	√	
Conversion Support	√	
Conversion Support -- Subject Matter Expertise		√
Documentation	√	

Training	√	
Product Maintenance and Support	√	
Problem Tracking	√	√
Troubleshooting – IT Infrastructure		√
Troubleshooting – Solution	√	

8. Security Requirements

Provide (or reference as an Attachment) Authorized User's security requirements. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary information by the Supplier or an employee or agent of Supplier shall constitute a breach of the Contract.

At a minimum, Supplier shall adhere to all of VITA's standard security requirements.

9. Risk Management

Risk is a function of the probability of an event occurring and the impact of the negative effects if it does occur. Negative effects include schedule delay, increased costs, and poor quality of deliverables.

Depending on the level of risk of this project, as assessed by the Authorized User, this section may contain any or all of the following components, at a level of detail commensurate with the level of risk:

- a. *Identification of risk factors.*
- b. *Initial risk assessment.*
- c. *Risk management/mitigation plan, including determination of roles and responsibilities of the Authorized User and Supplier.*
- d. *Risk monitoring plan, including frequency and form of reviews, project team responsibilities, steering and oversight committee responsibilities, documentation.*

10. Reporting

The following are examples of reporting requirements which may be included in the Statement of Work by the Authorized User. [Note: In an effort to help VITA monitor Supplier performance, it is strongly recommended that the Statement of Work include "Supplier Performance Assessments". These assessments may be performed at the discretion of the Authorized User and are not mandated by VITA.]

Weekly/Bi-weekly Status Update. The **weekly/bi-weekly** status report, to be submitted by Supplier to the Authorized User, should include: accomplishments to date as compared to the project plan; any changes in tasks, resources or schedule with new target dates, if necessary; all open issues or questions regarding the project; action plan for addressing open issues or questions and potential impacts on the project; risk management reporting.

Supplier Performance Self-Assessment. Within **thirty (30)** days of execution of the Statement of Work, the Supplier and the Authorized User will agree on Supplier performance self-

assessment criteria. Supplier shall prepare a monthly self-assessment to report on such criteria. Supplier shall submit its self-assessment to the Authorized User who will have five (5) days to respond to Supplier with any comments. If the Authorized User agrees with Supplier's self-assessment, such Authorized User will sign the self-assessment and submit a copy to the VITA Supplier Relationship Manager.

Supplier Performance Assessments. The Authorized User may develop assessments of the Supplier's performance and disseminate such assessments to other Authorized Users of the Contract. Prior to dissemination of such assessments, Supplier will have an opportunity to respond to the assessments, and independent verification of the assessment may be utilized in the case of disagreement.

Point of Contact

For the duration of this project, the following project managers shall serve as the points of contact for day-to-day communication:

Authorized User: [REDACTED]

Supplier: [REDACTED]

By signing below, both parties agree to the terms of this Exhibit.

Supplier	Authorized User
By: _____ (Signature)	By: _____ (Signature)
Name: _____ (Print)	Name: _____ (Print)
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT E – CHANGE ORDER TEMPLATE

Change Order No. **XXX** for Statement of Work **D-X**
 Between **(NAME OF AGENCY/INSTITUTION)** and Logi Analytics, Inc.

Issued Under
CONTRACT NUMBER VA-180621-LOGI
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
Logi Analytics, Inc.

This Change Order No. **XXX** hereby modifies and is made an integral part of Statement of Work **D-X** (“SOW”), between **NAME OF AGENCY/INSTITUTION** (“Authorized User”) and Logi Analytics, Inc., (“Supplier”), which was issued under Contract Number VA-**XXXX-XXXX** (“Contract”) between the Virginia Information Technologies Agency (“VITA”) and Supplier, on behalf of the Commonwealth of Virginia and its Authorized Users.

[Note: Instructions for using this template to draft a Change Order are in gray. These instructions should be deleted after the appropriate text has been added to the Change Order. Contractual language is not in gray and should remain in the document. Text that is highlighted in blue is contractual language that is variable based on the nature of the project and in final form should not be highlighted. Agency/Institution should remove the first two lines of the heading, which pertain to this template as an Exhibit to the VITA Contract and remove the Exhibit reference from the header.]

CHANGE ORDER

This is Change Order No. **XXX** to a SOW issued by **Authorized User** to Supplier under which Supplier is to provide the Authorized User with a **Authorized User Project Name Solution (“Solution”)**. The following item(s) is/are hereby modified as follows: *[Note: Include only the sections of the SOW that are being changed. Do not include sections not being modified. Changes should be clearly identified as “From” (copy/paste from current SOW section) and “To” (fully describe the change(s) to the referenced section). Here is an example, using SOW section 1.]*

1. Period of Performance

- a. The following change is made to the Period of Performance:

[The duration of the Period of Performance is increased by four (4) months.]

- b. The following is changed with respect to the Period of Performance:

From: twelve (12) months of execution of this Statement of Work

To: sixteen (16) months of execution of this Statement of Work

This Change Order No. **XXX** is issued pursuant to and, upon execution, shall become incorporated in the SOW, which is incorporated in the Contract. In the event of conflict, the following order of precedence shall apply:

- i). The Contract, including Exhibit C

- ii). Statement of Work D-X, as amended by this and previous Change Orders, with the more current Change Orders superseding older Change Orders.

The foregoing is the complete and final expression of the agreement between the parties to modify the SOW and cannot be modified, except by a writing signed by duly authorized representatives of both parties hereto.

ALL OTHER TERMS AND CONDITIONS OF THE REFERENCED SOW REMAIN UNCHANGED.

By signing below, the authorized parties agree to the terms of this Change Order No. XXX, effective (INSERT EFFECTIVE DATE).

Supplier

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Date: _____

Authorized User

By: _____
(Signature)

Name: _____
(Print)

Title:

Date: _____

EXHIBIT F – TECHNICAL SUPPORT AND MAINTENANCE SERVICES DESCRIPTION

These Technical Support and Maintenance Services terms and conditions are hereby incorporated into the Master Software License Agreement by and between Logi Analytics and Licensee, including all exhibits and Order Forms incorporated therein (collectively, the “Agreement”). Capitalized terms used in these terms and conditions that are not otherwise defined in this Exhibit B shall have the meaning given such terms in the Agreement. All Technology Updates, Technology Upgrades, workarounds and other software provided pursuant to these Technical Support and Maintenance Services shall be “Logi Analytics Software,” as defined in the Agreement.

1. Definitions.

- 1.1 “Error” means a reproducible defect or combination of defects in the Logi Analytics Software that results in a failure of the Logi Analytics Software, when used in accordance with Logi Analytics’ instructions (including the applicable Documentation), to function substantially in accordance with the applicable Documentation. As used in this definition, a reproducible defect means a defect that Logi Analytics can reproduce using the Supported Software in accordance with the terms of the Agreement.
- 1.2 “Support and Maintenance Period” means the period specified in the applicable Order Form with respect to which Licensee has paid Support and Maintenance Fees.
- 1.3 “Support Hours” means 7:00 a.m. U.S. Eastern time to 7:00 p.m. U.S. Eastern time, Monday to Friday, excluding U.S. Government holidays.
- 1.4 “Support Level” means the support level specified in the applicable Order Form.
- 1.5 “Supported Software” means (i) the then-current version of the Logi Analytics Software specified in the applicable Order Form and (ii) the immediately preceding version of such Logi Analytics Software, but only for a period of twelve (12) months following the release of the then-current version that is made generally available to Logi Analytics’ customers.
- 1.6 “Technology Update” means any error correction or update of the Logi Analytics Software developed subsequent to the Effective Date that does not implement additional features or functions. Technology Updates may be labeled v.1.1, v.1.2, v.1.3, etc., or v.1.1.1, v.1.1.2, v.1.1.3, etc.
- 1.7 “Technology Upgrade” means any version of the Logi Analytics Software developed subsequent to the Effective Date that implements additional features or functions, produces substantial and material improvements with respect to the utility and efficiency of the Logi Analytics Software, but does not constitute merely a Technology Update and is not marketed or distributed by Logi Analytics as a separate or independent product or module. Technology Upgrades may be labeled v.1, v.2, v.3, etc.

2. Technical Support. During each Support and Maintenance Period for which Licensee has paid the applicable Support and Maintenance Fees, Logi Analytics shall provide Technical Support for the Supported Software during Support Hours, as follows:

- 2.1 First Line Support. Licensee shall provide First Line Support for the Supported Software directly to Customers. “First Line Support” means that Licensee shall provide (i) a direct response to Customers with respect to inquiries concerning the performance, functionality or operation of the Supported Software, (ii) a direct response to Customers with respect to Errors, and (iii) a diagnosis and resolution of Errors.
- 2.2 Second Line Support. If after reasonable efforts Licensee is unable to diagnose or resolve Errors, Licensee shall contact Logi Analytics for Second Line Support, and Logi Analytics shall provide Second Line Support for the Supported Software to Licensee. “Second Line Support” means diagnosis of potential Errors and commercially reasonable efforts to resolve Errors, in each case that cannot be diagnosed or resolved by Licensee with First Line Support. The communication methods used for Second Line Support shall be as specified for the applicable Support Level.
- 2.3 Severity Levels. Logi Analytics recognizes the following severity levels of Errors, determined by Logi Analytics in its reasonable discretion:
 - 2.3.1 Severity 1 – Critical Impact. The Error stops Licensee’s production use of the Supported Software or so severely impacts the Supported Software that Licensee cannot reasonably continue production use of the Supported Software. Logi Analytics shall begin work on the Error within two (2) Support Hours after receiving notification and shall engage development staff until a resolution or reasonable workaround is achieved.

- 2.3.2 Severity 2 – Significant Impact. The Error materially affects the performance of the Supported Software, or materially restricts Licensee's use of the Supported Software (e.g., important features of the Supported Software are unavailable with no reasonable workaround). Logi Analytics shall begin work on the Error within four (4) Support Hours after receiving notification and shall engage development staff until a resolution or reasonable workaround is achieved.
- 2.3.3 Severity 3 – Minor Impact. The Error causes only a minor impact on Licensee's use of the Supported Software. Logi Analytics shall begin work on the Error within one (1) business day of notification and shall engage development staff to work on the problem on a time-available basis.
- 2.3.4 Severity 4 – Other Error or Request for Information. The Error does not affect the operation of the Supported Software but causes minor inconveniences such as cosmetic problems. Alternatively, Licensee requests information or clarification regarding the operation of the Supported Software or the applicable Documentation. Logi Analytics shall provide an initial response within five (5) business days and shall consider enhancements to the Supported Software for inclusion in a subsequent Technical Update.
- 2.4 Excluded Services. Logi Analytics shall have no obligation to provide Technical Support with respect to the following:
- 2.4.1 Software that is not Supported Software.
- 2.4.2 Supported Software that has been modified other than by Logi Analytics without Logi Analytics' written authorization.
- 2.4.3 Errors arising from (i) any failure of hardware, equipment or software not provided by Logi Analytics, including without limitation server and network settings and code created outside of the Supported Software application, (ii) any cause beyond the reasonable control of Logi Analytics (including floods, fires, hurricanes, tornadoes, tsunamis, loss of electricity or other utilities), negligence of Licensee or any third party, operator error, improper use of the Supported Software or attempted maintenance by unauthorized persons, (iii) use of the Supported Software other than in accordance with the Agreement or the applicable Documentation, or (iv) the operation (or failure to operate) of third party software (other than any third party software Integrated with the Supported Software and delivered by Logi Analytics as part of the Supported Software).
- 2.4.4 On-site or formal classroom training that is part of the Packaged Services.
3. Maintenance Services. During each Support and Maintenance Period for which Licensee has paid the applicable Support and Maintenance Fees, Logi Analytics shall, from time to time, make available to Licensee any Technology Updates and Technology Upgrades to the Supported Software that Logi Analytics, in its sole discretion, chooses to release.
- 3.1 With respect to Logi Analytics Software licensed pursuant to a Deployment License, Licensee is authorized to distribute each Technology Update to Customers, either on a stand-alone basis or as part of an Integrated Product, and each Technology Upgrade, only as part of an Integrated Product, in each case for use on each authorized server on which Logi Analytics Software is installed in accordance with the Agreement.
- 3.2 With respect to Logi Analytics Software licensed pursuant to a Hosted License, Licensee is authorized to integrate each Technology Update and Technology Upgrade into the Integrated Product for use on each authorized server on which Logi Analytics Software is installed in accordance with the Agreement.
4. Means of Performing Technical Support and Maintenance Services. Logi Analytics shall perform Technical Support and Maintenance Services to the extent possible by telephone and remote access, unless the Parties agree otherwise. Licensee shall use its best efforts to assist and enable Logi Analytics to perform the Technical Support and Maintenance Services remotely to the extent possible.

PACKAGED SERVICES

1. Packaged Services.

- 1.1 Engagement. Logi Analytics shall use reasonable commercial efforts to perform for Licensee the training and other packaged services offerings (the "Packaged Services"), specified in the Order Form. Licensee shall pay to Logi Analytics, the Packaged Services fees, in such amounts as set forth in Order Form. If Licensee is electing on-site Packaged Services, Licensee agrees to pay all Logi Analytics reasonable travel expenses, including but not limited to meals, lodging, and air and ground transportation.
- 1.2 Cooperation. Licensee acknowledges that the Packaged Services may be performed in cooperation with Licensee personnel. Licensee will furnish to Logi Analytics such (a) descriptions, specifications, materials, data and other information ("Licensee Information"), (b) cooperation, technical assistance, resources and support, and (c) access to Licensee's equipment, systems and networks, as reasonably necessary or appropriate to perform the Packaged Services. Licensee hereby grants Logi Analytics a nonexclusive and royalty-free right and license to use the Licensee Information solely for the purpose of performing the Packaged Services.
- 1.3 Expiration. The Packaged Services must be used within (i) one (1) year from the applicable Order Form Effective Date, or (ii) the Term of the applicable Order Form, whichever is shorter (the "Packaged Services Term"). If Licensee does not use the Packaged Services within the Packaged Services Term, such Packaged Services shall expire and Licensee shall not be entitled to a refund of the Packaged Services fee.
- 1.4 Cancellation/Rescheduling. In the event Licensee cancels or reschedules the Packaged Services within the thirty (30) day period prior to the estimated start date, Licensee agrees to pay Logi Analytics an additional amount equal to fifteen percent (15%) of the list price of the Packaged Services purchased.

2. Proprietary Rights.

- 2.1 Licensee Information. Licensee represents and warrants that it owns all right, title and interest, or possesses sufficient license rights, in and to the Licensee Information as may be necessary to authorize the use thereof contemplated by this Agreement. Except for the limited rights and licenses expressly granted hereunder concerning the Licensee Information, no other license is granted, no other use is permitted and Licensee shall retain all right, title and interest in and to all Licensee Information (including all intellectual property and proprietary rights therein).
- 2.2 Intellectual Property. Logi Analytics shall own all right, title and interest (including all intellectual property, other proprietary rights, trademark rights, copyrights, patent rights and all equivalent rights) in and to any work product resulting from the Packaged Services ("Packaged Services Materials").
- 2.3 Restrictions. Except as expressly permitted in this Agreement, Licensee shall not directly or indirectly (a) disassemble, decompile, reverse engineer or use any other means to attempt to discover any source code or underlying ideas, algorithms or organization of any Packaged Services Materials (only to the extent these restrictions are expressly prohibited by applicable statutory law), (b) encumber, sublicense, transfer or distribute any Packaged Services Materials, (d) copy, create derivative works of or otherwise modify any Packaged Services Materials or (e) permit any third party to do any of the foregoing restrictions. Licensee will promptly notify Logi Analytics in writing of any unauthorized use, reproduction or distribution of the Packaged Services Materials.

EXHIBIT G - CERTIFICATION REGARDING LOBBYING

VITA - Contract #VA-080717-LOGI, Exhibit G

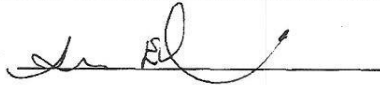
EXHIBIT G CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- ii). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____



Printed Name: _____

Arman Eshraghi

Organization: _____

LogiXML, Inc.

Date: _____

July 16, 2008

EXHIBIT H – END USER LICENSE AGREEMENT

This End User License Agreement (this “Agreement”) is made as of _____, 20____ (the “Effective Date”), by and between Logi Analytics, Inc. (“Logi Analytics”), with its principal office at 7900 Westpark Drive, Suite A200, McLean, Virginia 22102, U.S.A., and _____ (“Licensee”), with its principal office at _____ (each of Logi Analytics and Licensee, a “Party,” and together, the “Parties”). Capitalized terms not defined in the body of this Agreement have the meanings set forth in Article 1.

- A. Logi Analytics develops and licenses certain business intelligence software and Licensee wishes to license such software from Logi Analytics.
- B. In consideration of the foregoing, of the mutual representations, warranties and covenants set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1 ORDER FORMS; DEFINITIONS. During the Term, Licensee may license Logi Analytics Software and order Technical Support and Maintenance Services or Packaged Services by submitting one or more Order Forms, the initial order is attached hereto as Exhibit A. No Order Form shall be binding upon Logi Analytics until executed by Logi Analytics and Licensee. Each Order Form shall be incorporated into and become a part of this Agreement upon execution by Logi Analytics and Licensee. In the event of any conflict between a provision in the body of this Agreement and a provision in an Order Form, the provision in the body of this Agreement shall govern unless the provision in the Order Form expressly provides that the provision in the Order Form shall govern notwithstanding the conflicting provision in the body of this Agreement. Certain capitalized terms used in the body of this Agreement and in Order Forms shall have the meanings set forth below.

1.1 “Confidential Information” means any material or information disclosed by one Party to the other Party relating to the research, development, products, product plans, services, clients, client lists, markets, software, developments, inventions, processes, formulas, technologies, designs, drawings, marketing or finances of the disclosing Party or a third party to which the disclosing Party owes a duty of confidentiality, or other business information or trade secrets, in each case marked as “proprietary” or “confidential” or that the receiving Party otherwise should reasonably understand to be the proprietary or confidential information of the disclosing Party or such third party. The Logi Analytics Software and all technical information relating thereto and all the terms and conditions in this Agreement (including but not limited to the pricing) are deemed to be Confidential Information.

1.2 “Documentation” means Logi Analytics’ standard user documentation (including electronic documentation) generally made available to licensees of the Logi Analytics Software and Logi Analytics’ training documentation made available to Licensee.

1.3 “Licensed Materials” means the Logi Analytics Software and the Documentation.

1.4 “Logi Analytics Software” means, collectively, the executable, object code version(s) of Logi Analytics’ proprietary application software product(s) identified on the applicable Order Form, including all upgrades, updates and modifications thereto and new versions thereof released generally to Logi Analytics customers as part of Maintenance Services (provided Licensee pays the applicable Maintenance Services fees).

1.5 “Order Form” means Logi Analytics’ standard order form, executed by both Parties that references this Agreement.

1.6 “Points of Contact” means the number of employees of Licensee authorized to contact Logi Analytics for Technical Support as set forth in the applicable Order Form.

1.7 “Technical Support and Maintenance Services” means the services described in Section 4.1 and Exhibit B.

1.8 “Packaged Services” means the services described in Section 4.2.

2 LICENSE GRANT. Subject to the terms and conditions of this Agreement, Logi Analytics hereby grants to Licensee a limited, non-exclusive, non-transferable (except as provided in Section 12.4), non-sublicenseable right and license during the Term to use the Logi Analytics Software solely for Licensee’s internal business purposes. Licensee may use only the number of copies of the Logi Analytics Software set forth on the applicable Order Form and may only use such copies on the number of servers expressly authorized by Logi Analytics.

3 OWNERSHIP; RESTRICTIONS.

3.1 Subject to the rights and licenses granted to Licensee herein, Logi Analytics and its licensors own and retain all right, title and interest, including all patent, copyright, trade secret, trademark, moral rights, mask

work rights and other intellectual property rights (collectively “Intellectual Property Rights”), in and to the Licensed Materials (including all components thereof), including content provided through Technical Support and Maintenance Services and Packaged Services. Except for the rights and licenses expressly granted to Licensee herein, Logi Analytics reserves all rights in and to the Logi Analytics Software and no other licenses or rights are granted to Licensee by implication or estoppel. Licensee shall notify Logi Analytics promptly in the event Licensee suspects or becomes aware of any misuse of the Licensed Materials or any violation, infringement or misappropriation of Logi Analytics’ Intellectual Property Rights by any third party.

3.2 Licensee shall not (i) copy or reproduce the Logi Analytics Software for any purpose (including load-balancing, failover, development, staging, testing or disaster recovery purposes or any other production or non-production use), unless expressly authorized in writing by Logi Analytics in the applicable Order Form; (ii) rent, lease, loan, sell, copy (except as permitted above), or distribute the Logi Analytics Software in whole or in part; (iii) modify, decompile, disassemble, reverse engineer or emulate the functionality of and/or create derivative works of the Logi Analytics Software or otherwise attempt to obtain or perceive the source code from which any component of the Logi Analytics Software is compiled or interpreted, and Licensee hereby acknowledges that nothing herein shall be construed to grant Licensee any right to obtain or use such source code; (iv) modify, further develop or create any derivative product from the Logi Analytics Software; (v) use the Logi Analytics Software or any portion thereof as a component of or a base for products or services prepared for commercial sale, sublicense, lease, access or distribution, including without limitation using the Logi Analytics Software to provide time-sharing, service bureau, application service provider or software-as-a-service arrangements or services; (vi) remove, alter, obfuscate, and/or otherwise deface any Logi Analytics trademarks or notices on the Logi Analytics Software; (vii) assign, sublicense, sell, lease or otherwise transfer or convey, or pledge as security or otherwise encumber, Licensee’s rights under this Agreement (except as provided in Section 12.4); or (viii) allow any third party to access or use the Logi Analytics Software. The Logi Analytics Software contains certain third party software components. Licensee may not use such third party software components independently from the Logi Analytics Software without the prior written consent of the owner of such software. This Agreement and licenses hereunder are specific to Licensee and may not be shared with, used by, provided to or otherwise made available to any third party, including without limitation, entities affiliated with, controlled by or under common control with Licensee, except as provided in Section 12.4.

4 SERVICES.

4.1 Technical Support and Maintenance Services. Pursuant to an Order Form and the terms set forth in Exhibit B to this Agreement, Licensee may enroll in Logi Analytics’ Technical Support and Maintenance Services by paying Logi Analytics the then-applicable annual Technical Support and Maintenance Services fees (the “Support and Maintenance Fees”). Upon payment of the Support and Maintenance Fees, Logi Analytics shall provide Licensee with the level of Technical Support and Maintenance Services set forth in the applicable Order Form. Any Logi Analytics Software updates and upgrades provided to Licensee pursuant to the Maintenance Services set forth in Exhibit B shall be deemed part of the Logi Analytics Software and shall be licensed under the terms and conditions of this Agreement. Logi Analytics shall have no obligation to provide Technical Support, by any means, to any entity or individual other than Points of Contact in a number not to exceed the number set forth on the applicable Order Form. Licensee shall notify Logi Analytics of the names of the Points of Contact.

4.2 Packaged Services. In the event an Order Form indicates that Licensee is ordering training, QuickStart, Expert-on-Demand, or other packaged services offerings (the “Packaged Services”), the following terms shall apply.

(a) Engagement. Logi Analytics shall use reasonable commercial efforts to perform for Licensee the Packaged Services, specified on the Order Form. Licensee shall pay to Logi Analytics, the Packaged Services fees, in such amounts as set forth in the Order Form. If Licensee is electing on-site Packaged Services, Licensee agrees to pay all Logi Analytics reasonable travel expenses, including but not limited to meals, lodging, and air and ground transportation.

(b) Cooperation. Licensee acknowledges that the Packaged Services may be performed in cooperation with Licensee personnel. Licensee will furnish to Logi Analytics such (a) descriptions, specifications, materials, data and other information (“Licensee Information”), (b) cooperation, technical assistance, resources and support, and (c) access to Licensee’s equipment, systems and networks, as reasonably necessary or appropriate to perform the Packaged Services. Licensee hereby grants Logi Analytics a nonexclusive and royalty-free right and license to use the Licensee Information solely for the purpose of performing the Packaged Services.

(c) Expiration. The Packaged Services must be used within (i) one (1) year from the applicable Order Form Effective Date, or (ii) the Term of the applicable Order Form, whichever is shorter (the “Packaged Services Term”). If Licensee does not use the Packaged Services within the Packaged Services Term, such Packaged Services shall expire and Licensee shall not be entitled to a refund of the Packaged Services fee.

(d) Cancellation/Rescheduling. In the event Licensee cancels or reschedules the Packaged Services within the thirty (30) day period prior to the estimated start date, Licensee agrees to pay Logi Analytics an additional amount equal to fifteen percent (15%) of the list price of the Packaged Services purchased.

(e) Proprietary Rights

(i) Licensee Information. Licensee represents and warrants that it owns all right, title and interest, or possesses sufficient license rights, in and to the Licensee Information as may be necessary to authorize the use thereof contemplated by this Agreement. Except for the limited rights and licenses expressly granted hereunder concerning the Licensee Information, no other license is granted, no other use is permitted and Licensee shall retain all right, title and interest in and to all Licensee Information (including all intellectual property and proprietary rights therein).

(ii) Intellectual Property. Logi Analytics shall own all right, title and interest (including all intellectual property, other proprietary rights, trademark rights, copyrights, patent rights and all equivalent rights) in and to all any work product resulting from the Packaged Services ("Packaged Services Materials").

(iii) Restrictions. Except as expressly permitted in this Agreement, Licensee shall not directly or indirectly (a) disassemble, decompile, reverse engineer or use any other means to attempt to discover any source code or underlying ideas, algorithms or organization of any Packaged Services Materials (only to the extent these restrictions are expressly prohibited by applicable statutory law), (b) encumber, sublicense, transfer or distribute any Packaged Services Materials, (c) copy, create derivative works of or otherwise modify any Packaged Services Materials or (d) permit any third party to do any of the foregoing restrictions. Licensee will promptly notify Logi Analytics in writing of any unauthorized use, reproduction or distribution of the Packaged Services Materials.

4.3 Professional Services. Logi Analytics may provide additional services to Licensee other than the services described in Sections 4.1 and 4.2 pursuant to the terms and conditions of a separate services agreement executed by each Party.

5 FEES AND PAYMENTS

5.1 Fees Payable. In consideration for the rights and licenses granted to Licensee and the performance of Logi Analytics' obligations under this Agreement, Licensee shall pay to Logi Analytics, without offset or deduction, fees in the amounts set forth in each Order Form. All fees are stated and payable in United States dollars. All such fees shall be due and payable as set forth in each Order Form.

5.2 Disputed Charges. Licensee shall notify Logi Analytics in writing of any dispute or disagreement with invoiced fees within thirty (30) days after the date of the applicable invoice. Absent such notice, Licensee shall be deemed to have agreed to the invoiced fees upon the expiration of such period.

5.3 Late Charges. Logi Analytics reserves the right to charge, and Licensee agrees to pay, a late charge equal to the lesser of one and one-half percent (1½%) per month or the maximum amount allowed by law on any amount that is not the subject of a good faith dispute that is unpaid on the due date, and on any other outstanding balance. Licensee shall pay Logi Analytics all reasonable costs and expenses of collection, including but not limited to attorneys' fees.

5.4 Taxes. All amounts payable under this Agreement shall exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges. Licensee shall be responsible for payment of all such taxes (other than taxes based on Logi Analytics' income), fees, duties and charges, and any related penalties and interest, arising from the payment of any fees hereunder or the grant of rights or licenses or the delivery of services hereunder, or otherwise arising from this Agreement. Licensee shall make all payments required hereunder to Logi Analytics free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on any payments hereunder to Logi Analytics shall be Licensee's sole responsibility, and Licensee shall, upon Logi Analytics' request, provide Logi Analytics with official receipts issued by the appropriate taxing authority, or such other evidence as Logi Analytics may reasonably request, to establish that such taxes have been paid.

6 **AUDITING RIGHTS.** Licensee shall create and maintain complete and accurate records in connection with this Agreement and the use of the Logi Analytics Software. Such books and records shall include at a minimum the number of licenses purchased and being used by Licensee. Licensee shall promptly provide a copy of such records upon request by Logi Analytics. Logi Analytics shall have the right, at its own expense, upon reasonable prior notice, once per calendar year (unless the prior audit found a breach of this Agreement, in which case Logi Analytics may, in its sole discretion, perform a second audit during the applicable calendar year) to inspect and audit Licensee's use of the Logi Analytics Software for purposes of determining Licensee's compliance with the terms and conditions of this Agreement. Licensee shall cooperate with Logi Analytics in the performance of any such audit, and shall provide to Logi Analytics such access to Licensee's relevant records, data, information, personnel and facilities as Logi Analytics may reasonably request for such limited purposes. All audits shall be conducted during regular business hours at Licensee's offices and shall not interfere unreasonably with Licensee's activities. Logi Analytics shall treat all such records and books as

confidential information. If any audit reveals that Licensee has underpaid license or maintenance fees, Licensee shall be invoiced for all such underpaid fees based on Logi Analytics' list price in effect at the time the audit is completed. If the underpaid fees are in excess of five percent (5%) of the fees previously paid by Licensee, then Licensee shall also pay Logi Analytics' reasonable costs of conducting the audit and enforcement of this Agreement.

7 CONFIDENTIALITY.

7.1 Ownership of Confidential Information. The Parties acknowledge that during the performance of this Agreement, each Party may have access to certain Confidential Information of the other Party. Each Party agrees that, as between the Parties, all Confidential Information of the disclosing Party is proprietary to the disclosing Party and shall remain the sole property of the disclosing Party.

7.2 Mutual Confidentiality Obligations. Each Party agrees (i) to use the Confidential Information of the other Party only for the purposes described herein, (ii) not to reproduce the Confidential Information of the other party and to hold in confidence and protect the Confidential Information of the other Party from dissemination to, or use by, any third party, (iii) not to create any derivative work of the Confidential Information of the other Party, (iv) to restrict access to the Confidential Information of the other Party to such of its personnel, agents or consultants who need to have access for the purposes of this Agreement, who have been advised of the confidential nature of such Confidential Information and who are bound by obligations of confidentiality no less protective of such Confidential Information than this Agreement, and (v) to return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement.

7.3 Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Section 7.2 shall not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the receiving Party; (iii) is rightfully communicated to the receiving Party by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the receiving Party's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the receiving Party; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information of the other Party to the limited extent required (a) to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order or law shall first have given written notice to the other Party and shall have made a reasonable effort, at the request and expense of the other Party, to obtain a protective order; or (b) to establish the Party's rights under this Agreement, including to make such court filings as it may be required to do.

8 WARRANTIES AND LIMITATIONS.

8.1 Limited Logi Analytics Warranties. Logi Analytics warrants that, for a period of ninety (90) days from the date of initial delivery of the Logi Analytics Software to Licensee (the "Warranty Period"), the unmodified Logi Analytics Software, under normal use and service, will perform all of the material functions described in the applicable Documentation. Logi Analytics shall repair or replace, at Logi Analytics' option, Logi Analytics Software delivered by Logi Analytics that does not comply with the warranty in this Section 8.1, provided that Licensee shall have given notice of such noncompliance during the Warranty Period. The above warranty does not extend to any Logi Analytics Software that is modified or altered, is not maintained in accordance with Logi Analytics' Documentation, has its serial number removed or altered or is treated with abuse, negligence or other improper treatment (including use outside the recommended environment). Licensee's sole remedy, and Logi Analytics' sole obligation, with respect to any breach of warranty is as stated above.

8.2 No Other Warranties. EXCEPT AS EXPRESSLY WARRANTED IN SECTION 8.1 OF THIS AGREEMENT, THE LOGI ANALYTICS SOFTWARE AND THE DOCUMENTATION, AND ANY OTHER MATERIALS, SOFTWARE, DATA AND SERVICES PROVIDED BY LOGI ANALYTICS, ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND LOGI ANALYTICS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF OPERABILITY, CONDITION, NON-INFRINGEMENT, NON-INTERFERENCE, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA OR QUALITY, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, SYSTEM INTEGRATION, WORKMANSHIP, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ABSENCE OF DEFECTS, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY LOGI ANALYTICS ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. LOGI ANALYTICS DOES NOT WARRANT THAT THE LOGI ANALYTICS SOFTWARE OR ANY OTHER INFORMATION, MATERIALS, TECHNOLOGY OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. LICENSEE ACKNOWLEDGES THAT LOGI ANALYTICS' OBLIGATIONS UNDER THIS AGREEMENT ARE FOR THE BENEFIT OF LICENSEE ONLY.

9 LIMITATION OF LIABILITY.

9.1 Limitations. IN NO EVENT SHALL LOGI ANALYTICS BE LIABLE TO LICENSEE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING LOST PROFITS, COSTS OF DELAY, FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF LOGI ANALYTICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OF ANY KIND. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE CUMULATIVE LIABILITY OF LOGI ANALYTICS TO LICENSEE FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO LOGI ANALYTICS BY LICENSEE DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT, ACT OR OMISSION GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

9.2 Essential Basis. The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including the economic terms, would be substantially different.

10 INDEMNIFICATION.

10.1 Indemnification by Logi Analytics. Logi Analytics shall defend, indemnify and hold Licensee harmless from and against all losses, costs and reasonable expenses (including reasonable attorneys' fees), damages and liabilities arising out of or resulting from any claim by a third party that any use of, or access to, the Logi Analytics Software by Licensee as expressly authorized under this Agreement infringes or misappropriates any U.S. patent issued or published as of the Effective Date or any copyrights or trade secrets under applicable laws of any jurisdiction within the United States, provided that Licensee gives Logi Analytics (i) prompt written notice of such claim, (ii) authority to control and direct the defense or settlement of such claim, and (iii) such information and assistance as Logi Analytics may reasonably request, at Logi Analytics' expense, in connection with such defense or settlement. In any action for which Logi Analytics provides defense on behalf of Licensee, Licensee may participate in such defense at its own expense by counsel of its choice. Notwithstanding the foregoing, Logi Analytics shall have no obligation or liability to the extent that the alleged infringement arises from (1) the operation or use of the Logi Analytics Software with products, services, information, materials, technologies, business methods or processes not furnished by Logi Analytics, (2) modifications to the Logi Analytics Software not made by Logi Analytics, (3) failure to use updates or upgrades to the Logi Analytics Software made available by Logi Analytics, or (4) use of the Logi Analytics Software except in accordance with the applicable Documentation or other specifications (circumstances under the foregoing clauses (1), (2), (3), and (4), collectively, "Licensee Indemnity Responsibilities").

10.2 Upon the occurrence of any claim for which indemnity is or may be due under this Article 10, or in the event that Logi Analytics believes that such a claim is likely, Logi Analytics may, at its option, (i) appropriately modify the Logi Analytics Software so that it becomes non-infringing, or substitute functionally equivalent software, (ii) obtain a license to any applicable third-party intellectual property rights, or (iii) terminate this Agreement on written notice to Licensee and refund to Licensee any applicable license fees paid by Licensee, depreciated on a straight-line basis over three (3) years from the date of payment. The obligations set forth in this Article 10 shall constitute Logi Analytics' entire liability and Licensee's sole remedy for any actual or alleged infringement or misappropriation.

10.3 Indemnification by Licensee. Licensee shall indemnify, hold harmless and, at Logi Analytics' option, defend Logi Analytics from and against all losses, costs and expenses (including reasonable attorneys' fees), damages and liabilities resulting from any claim by any third party arising from or in connection with any Licensee Indemnity Responsibilities. Logi Analytics agrees to give Licensee prompt written notice of such claim and, at Logi Analytics' option, (i) authority to control and direct the defense or settlement of such claim, and (ii) such information and assistance as Licensee may reasonably request, at Licensee's expense, in connection with such defense or settlement. Notwithstanding the foregoing, Licensee shall not settle any third-party claim against Logi Analytics unless such settlement completely and forever releases Logi Analytics with respect thereto or unless Logi Analytics provides its prior written consent to such settlement. In any action for which Licensee provides defense on behalf of Logi Analytics, Logi Analytics may participate in such defense at its own expense by counsel of its choice.

11 TERM AND TERMINATION.

11.1 Agreement. Unless earlier terminated as provided herein, this Agreement shall become effective upon the Effective Date and shall continue in perpetuity.

11.2 Termination for Breach. Either Party may terminate this Agreement immediately upon written notice in the event that the other Party materially breaches this Agreement and (i) in the case of material breach resulting from non-payment of amounts due hereunder, has failed to pay such amounts within ten (10) days after receiving written notice thereof, or (ii) has failed to cure any other material breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating Party) within thirty (30) days after receiving written notice thereof.

11.3 Termination upon Bankruptcy, Insolvency, etc. Either Party may terminate this Agreement immediately upon written notice if (i) the other Party has executed an assignment for the benefit of creditors or filed for relief under any applicable bankruptcy, reorganization, moratorium or similar debtor relief laws, (ii) a receiver has been appointed for the other Party or any of its assets or properties, (iii) an involuntary petition in bankruptcy has been filed against the other Party or any other insolvency or bankruptcy proceeding has been commenced against the other Party, which petition or proceeding has not been dismissed, vacated or stayed within ninety (90) days, or (iv) the other Party is liquidated, dissolved or wound up.

11.4 Accrued Obligations. Expiration or termination of this Agreement shall not release either Party from any liability which, at the time of expiration or termination, has already accrued or which thereafter may accrue with respect to any act or omission before expiration or termination, or from any obligation which is expressly stated in this Agreement or any applicable Order Form to survive expiration or termination. Notwithstanding the foregoing, the Party terminating this Agreement as permitted by any provision in this Article 11 shall incur no additional liability merely by virtue of such termination.

11.5 Effect of Termination. Upon any expiration or termination of this Agreement, (i) each Party shall immediately discontinue all use of the other Party's Confidential Information, (ii) each Party shall delete the other Party's Confidential Information from its computer storage or any other media, including online and offline libraries, (iii) each Party shall return to the other Party or, at the other Party's option, destroy all copies of the other Party's Confidential Information then in its possession, (iv) each Party shall promptly pay all amounts due and payable hereunder, (v) Licensee shall cease use of the Logi Analytics Software, (vi) Licensee's rights under Article 2 shall terminate.

11.6 Survival. The provisions of Articles 1, 3, 5, 6, 7, 9, 10, and 12 and Sections 8.2, 11.4, 11.5 and 11.6, and Licensee's obligations to pay any amounts due and payable hereunder, shall survive expiration or termination of this Agreement.

12 MISCELLANEOUS.

12.1 Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH, AND SHALL BE GOVERNED BY, THE LAWS OF THE COMMONWEALTH OF VIRGINIA, WITHOUT GIVING EFFECT TO ITS RULES REGARDING CONFLICTS OF LAWS. LICENSEE AGREES THAT ANY AND ALL CAUSES OF ACTION BETWEEN THE PARTIES ARISING FROM OR IN RELATION TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE AND FEDERAL COURTS WITH JURISDICTION OVER FAIRFAX COUNTY, VIRGINIA.

12.2 Force Majeure. Each Party shall be excused from performance of its obligations under this Agreement (except for any payment obligations) if such a failure to perform results from compliance with any requirement of applicable law, for from acts of God, fire, strike, embargo, terrorist attack, war, insurrection or riot or other causes beyond the reasonable control of such Party. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

12.3 Notices.

12.3.1 All notices required by or relating to this Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid, or reputable overnight courier service, delivery charges prepaid, to the receiving Party at the address set forth in the preamble and to the attention of the individual executing this Agreement, or to such other address or individual as the receiving Party may have provided by written notice in accordance with this paragraph. Such notices shall be effective upon delivery.

12.3.2 All notices required by or relating to this Agreement may also be communicated by email to such email address as the receiving Party may have provided for receipt of notices on the signature page of this Agreement or to such other email address as the receiving Party may have provided by written notice in accordance with this paragraph, provided that the sending Party retains a record of transmission to the receiving Party and promptly sends a duplicate of such notice in writing by means of certified mail, postage prepaid, or reputable overnight courier service, delivery charges prepaid, to the receiving Party, addressed as set forth above. Such notices shall be effective on the date indicated in such record of transmission.

12.4 Assignment. Licensee shall not assign its rights or delegate its obligations under this Agreement or under any Order Form without Logi Analytics' prior written consent, and, absent such consent, any purported assignment or delegation by Licensee shall be null, void and of no effect. This Agreement shall be binding upon and inure to the benefit of Logi Analytics and Licensee and their successors and permitted assigns.

12.5 Independent Contractors. The relationship between the Parties arising from this Agreement shall not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing this Agreement. Nothing in this Agreement shall be construed to limit Logi Analytics' marketing or distribution activities or Logi Analytics' right to license the Logi Analytics Software or the Documentation to any other party.

12.6 Amendment. No amendment to this Agreement or any Order Form shall be valid unless such amendment is made in writing and is signed by the authorized representatives of the Parties.

12.7 Waiver. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of such right.

12.8 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of any provision of this Agreement shall not have the effect of rendering such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provision of this Agreement invalid or unenforceable.

12.9 Compliance with Laws; Export Controls. Licensee shall undertake all measures necessary to ensure that its use of the Logi Analytics Software complies in all respects with all applicable laws, statutes, regulations, ordinances and other rules promulgated by governing authorities having jurisdiction over the Parties or the Logi Analytics Software. Licensee acknowledges that Logi Analytics makes no representation or warranty that the Logi Analytics Software may be exported without appropriate licenses or permits under applicable law, or that any such license or permit has been, will be or can be obtained. Licensee shall comply with all applicable export and import control laws and regulations in its use of the Logi Analytics Software. Licensee shall not, directly or indirectly, export or re-export, or knowingly permit the export or re-export, of any Logi Analytics Software to any country for which an export license or other approval is required under the laws of the United States or any other country unless the appropriate export license or approval has first been obtained.

12.10 Marketing. Neither Party shall make any disclosure to any other person or issue any press release or other public announcement regarding this Agreement or any relationship between Logi Analytics and Licensee or use the name, trademarks or other proprietary identifying symbol of the other party, without the other Party's prior written consent; except that Logi Analytics may identify Licensee as a customer of Logi Analytics and use its name and logo in related marketing materials.

12.11 No Third Party Beneficiaries. The Parties acknowledge that the representations, warranties and covenants set forth in this Agreement are intended solely for the benefit of the Parties and their successors and permitted assigns. Nothing herein, whether express or implied, shall confer upon any person or entity other than the Parties and their successors and permitted assigns any legal or equitable right whatsoever to enforce any provision of this Agreement.

12.12 U.S. Government Customers. Each of the components that constitute the Logi Analytics Software is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Logi Analytics Software with only those rights set forth herein.

12.13 Interpretation. For purposes of interpreting this Agreement, (i) unless the context otherwise requires, the singular includes the plural, and the plural includes the singular, (ii) unless otherwise specifically stated, the words "herein," "hereof" and "hereunder," and other words of similar import, refer to this Agreement as a whole and not to any particular article, section or paragraph, (iii) the word "or" shall mean "and/or," and (iv) the words "include" and "including" shall not be construed as terms of limitation, and shall mean "include without limitation" and "including without limitation."

12.14 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one Agreement.

12.15 Headings. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement.

Entire Agreement. This Agreement (together with all exhibits hereto and all Order Forms hereunder, which are incorporated herein by reference) sets forth the entire agreement and understanding between the Parties with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither Party shall be bound by any conditions, inducements or representations other than as expressly provided for herein. To the extent there are any terms and conditions contained in Licensee's purchase order or other documentation supplied by Licensee such terms and conditions shall be deemed to be stricken and the terms and

conditions of this Agreement shall govern.Each Party has caused its duly authorized representative to execute this End User License Agreement as of the Effective Date.

LOGI ANALYTICS, INC.:

<LICENSEE NAME>:

By: _____
Signature
Adrian Muniz

Name
Chief Financial Officer

Title
financial@LogiAnalytics.com

Email (for notices)

Date

By: _____
Signature

Name

Title

Email (for notices)

Date

EXHIBIT I – LICENSE AGREEMENT ADDENDUM

The Virginia Information Technologies Agency (hereinafter referred to as “VITA”), pursuant to [§ 2.2-2012](#) of the *Code of Virginia* and on behalf of the Commonwealth of Virginia, and Logi Analytics, Inc. (“Supplier”), a business incorporated in the State of Delaware, F.E.I.N. 54-1981854, having its principal place of business at 7900 Westpark Dr., Suite A200; McLean, VA 22102, are this day entering into a contract and, for their mutual convenience, the parties are using the VITA Information Technology Software Contract provided by Supplier. This addendum, duly executed by the parties, is attached to and hereby made a part of Supplier’s standard form contract and together shall govern the use of any and all Logi Analytics Software licensed by the Commonwealth under this agreement whether or not specifically referenced in the order document.

Supplier represents and warrants that it is a corporation authorized to do in Virginia the business provided for in this contract. If Supplier is not a U.S.-based entity, Supplier maintains a registered agent and a certification of authority to do business in Virginia.

This contract is executed by VITA on behalf of all public bodies, including VITA, as defined by [§ 2.2-4301](#) and referenced by [§ 2.2-4304](#) and [§ 2.2-2012](#) of the *Code of Virginia*, and private institutions of higher education which are listed at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>, and hereinafter referred to as “Authorized Users.”

If Authorized User is an executive branch agency as defined by [§ 2.2-2006](#) agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in [Title 2.2](#) of the *Code of Virginia*, any license granted by Supplier shall be held by the Commonwealth. If Authorized User is a private institution of higher education listed at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>, the license shall be held by that private institution.

As used herein, the term “contract” shall mean the Supplier’s standard form contract and any and all exhibits and attachments thereto. The term(s) “Customer,” “You,” and/or “you,” as used in the contract, shall mean, as applicable, VITA, the Commonwealth, any Authorized User, or any of their officers, directors, agents or employees.

Supplier’s standard form contract is, with the exceptions noted herein, acceptable to VITA. Nonetheless, because certain standard clauses that may appear in, or be incorporated by reference into, Supplier’s standard form contract cannot be accepted by VITA, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Supplier’s standard form contract, none of the following shall have any effect or be enforceable against VITA, the Commonwealth, any Authorized User, or any of their officers, directors, employees or agents:

1. Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in any court other than a circuit court of the Commonwealth of Virginia;
2. Requiring any total or partial compensation or payment for lost profit or liquidated damages by VITA, the Commonwealth, any Authorized User, or their officers, directors, employees or agents if the contract is terminated before its ordinary period;
3. Imposing any interest charge(s) contrary to that specified by [§ 2.2-4347](#) et seq. of the *Code of Virginia*;
4. Requiring the Commonwealth, VITA, or any Authorized User to maintain any type of insurance either for the benefit of the Commonwealth, VITA, or such Authorized User or for Supplier’s benefit;
5. Granting Supplier a security interest in property of the Commonwealth, any Authorized User, or any of their officers, directors, employees or agents;

6. Requiring the Commonwealth, VITA, any Authorized User, or any of their officers, directors, employees or agents to indemnify or to hold harmless Supplier for any act or omission;
7. Limiting or adding to the time period within which claims can be made or actions can be brought (Reference *Code of Virginia* [§ 8.01](#) et seq.);
8. Limiting selection and approval of counsel and approval of any settlement in any claim arising under the contract and in which the Commonwealth, VITA, any Authorized User, or any of their officers, directors, employees or agents is a named party;
9. Binding the Commonwealth, VITA, any Authorized User, or any of their officers, directors, employees or agents to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
10. Obligating the Commonwealth, VITA, any Authorized User, or any of their officers, directors, employees or agents to pay costs of collection or attorney's fees;
11. Requiring any dispute resolution procedure(s) other than those in accordance with [§ 2.2-4363](#) et seq. of the *Code of Virginia*;
12. Permitting Supplier to access any Commonwealth or Authorized User records or data, except pursuant to court order;
13. Permitting Supplier to use any information provided by the Commonwealth or any Authorized User except for Supplier's own internal administrative purposes;
14. Requiring the Commonwealth, VITA, or any Authorized User to limit its rights or waive its remedies at law or in equity, including the right to a trial by jury; and
15. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned representative of VITA to bestow or incur on behalf of the Commonwealth of Virginia.
16. Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of VITA or any Authorized User;
17. Limiting the liability of Supplier for property damage or personal injury;
18. Permitting Supplier to assign, subcontract, delegate or otherwise convey the contract, or any of its rights and obligations thereunder, to any entity without the prior written consent of VITA except as follows: Supplier may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to such third party provided assignee agrees in writing to be bound by the terms and conditions set forth in the contract and provided such third party is a U.S.-based entity or maintains a registered agent and a certification of authority to do business in Virginia, or to an affiliate of Supplier, provided Supplier remains liable for affiliate's compliance with the terms and conditions set forth in this Contract;
19. Not complying with the contractual provisions at the following URL, which are mandatory provisions, required by law or by VITA, that are hereby incorporated by reference:
<http://vita.virginia.gov/media/vitavirginiagov/supply-chain/pdf/StatutorilyMandatedTsandCs.pdf>
20. Reserved.;
21. Not complying with the contractual claims provision [§ 2.2-4363](#) of the *Code of Virginia* which is also incorporated by reference;
22. Enforcing the United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods. They are expressly disclaimed. UCITA shall apply to this contract only to the extent required by [§ 59.1-501.15](#) of the *Code of Virginia*;
23. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
24. Requiring that the Commonwealth waive its sovereign immunity or its immunity under the Eleventh Amendment;
25. Requiring that the Commonwealth, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
26. Requiring or construing that any provision in this contract conveys any rights or interest in Commonwealth or Authorized User data to Supplier;

27. Requiring the use of foreign currency. The currency which shall be used for this contract is United States Dollars. Any claim which may arise hereunder shall be settled in United States Dollars;
28. Obligating the Commonwealth beyond approved and appropriated funding. All payment obligations from public bodies under this contract are subject to the availability of federal, state, and/or local appropriations for this purpose. In the event of non-appropriation of funds for the items under this contract, VITA may terminate, in whole or in part, this contract or any order, for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Supplier. Written notice will be provided to the Supplier as soon as possible after legislative action is completed. There shall be no time limit for termination due to termination for lack of appropriations;
29. Permitting unilateral modification of the contract by Supplier;
30. Permitting termination by Supplier of the contract or the licenses granted thereunder, or permitting suspension of services by Supplier, except pursuant to an order from a court of competent jurisdiction;
31. Requiring or stating that the terms of the Supplier's standard form contract shall prevail over the terms of this addendum in the event of conflict;
32. Renewing or extending the contract beyond the initial term or automatically continuing the contract period from term to term;
33. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of VITA before the contract is considered in effect;
34. Delaying the acceptance of the contract or its effective date beyond the date of execution;
35. Defining "perpetual" license rights to have any meaning other than license rights that exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the contract;
36. Permitting modification or replacement of the contract pursuant to any new release, update or upgrade of Software or subsequent renewal of maintenance. If Supplier provides to any Authorized User an update or upgrade subject to additional payment, such Authorized User shall have the right to reject such update or upgrade;
37. Requiring purchase of a new release, update, or upgrade of Software or subsequent renewal of maintenance in order for the Commonwealth, VITA, or any Authorized User to receive or maintain the benefits of Supplier's indemnification of the Commonwealth, VITA, or such Authorized User against any claims of infringement on any third-party intellectual property rights;
38. Prohibiting the Commonwealth, VITA, or any Authorized User from transferring or assigning to any entity the contract or any license to Software pursuant to the contract;
39. Granting Supplier or an agent of Supplier the right to audit or examine the books, records, or accounts of VITA or any Authorized User;

The parties further agree as follows:

40. Supplier warrants that it is the owner of the Software or otherwise has the right to grant to all Authorized Users the license to use the Software granted hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
41. Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, any Authorized User, their officers, directors, agents and employees ("Commonwealth's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or gross negligence of any employee or subcontractor of Supplier, (ii) any act or omission of any employee or subcontractor of Supplier, or (iii) any actual or alleged infringement or misappropriation of any third party's intellectual

property rights by any of the Software. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the *Code of Virginia*. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to VITA or the Authorized User against whom the claim has been asserted.

42. Any Authorized User may rely on independent contractors, acting on behalf of such Authorized User, to perform functions requiring the use of and access to the Supplier's Software. Nothing in the Supplier's standard form contract shall limit such third parties' from using or accessing the Software in order to perform such functions. If any invention, work of authorship, or confidential information is developed exclusively by an employee, consultant, contractor, or subcontractor of an Authorized User during the performance of Services by Supplier, Supplier shall have no ownership claim to such invention, work of authorship, or confidential information.
43. Any travel expenses incurred by Supplier in the course of performing the services must be pre-approved by the appropriate Authorized User and shall be reimbursed at the then-current per diem rates published by the Virginia Department of Accounts. Authorized Users who are not public bodies may have their own per diem amounts applicable to Supplier's pre-approved travel expenses.
44. An Authorized User may require that Supplier personnel submit to a criminal background check prior to performance of any services under this contract.

Payments for license fees, including subscription fees, and support services are only authorized to be made to the prime supplier who has a direct contractual relationship with VITA via the prime contract; or payments shall be made by an Authorized User of the prime contract to the prime supplier via any order or Statement of Work issued under the prime contract. Payment to any software reseller or the software publisher/licensor who is not the "Supplier" identified in VITA contract VA-180621-LOGI is not authorized to invoice VITA or an Authorized User directly and will not be paid.

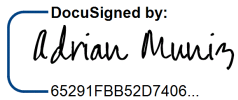
Logi Analytics, Inc

By: _____
 (Signature) **Adrian Muniz**

Name: _____
 (Print) **CFO**

Title: _____

Date: **6/21/2018**

DocuSigned by:

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VITA ON BEHALF OF THE COMMONWEALTH OF VIRGINIA

By: _____
 (Signature)

Name: _____
 (Print)

Title: _____

Date: _____

**EXHIBIT J – SUPPLIER PROCUREMENT AND
SUBCONTRACTING PLAN**

Logi Analytics does not presently plan to use subcontractors to perform under this Agreement.