

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: Adrian Muniz
(Signature) Adrian Muniz
65291FBB52D7406...

Name: _____
(Print) CFO

Title: _____

Date: 6/21/2018

VITA ON BEHALF OF THE COMMONWEALTH OF VIRGINIA

By: Philip L. Pippert
(Signature)

Name: PHILIP L. PIPPERT
(Print)

Title: DIRECTOR, SCM

Date: 6/21/18