



Commonwealth of Virginia
Virginia Information Technologies Agency

LogiXML Business Intelligence Tools (Software and Services)

Optional Use* Contract

Date: July 25, 2016

Contract #: VA-080717-LOGI

Authorized Users: All public bodies as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia* and other public bodies including All public agencies and institutions and localities of the several states, of the United States or its territories, the District of Columbia, and the U.S. General Services Administration (“Public Bodies”).

Contractor: Logi Analytics
7900 Westpark Drive, Suite T107
McLean, VA 22102

FIN#: 54-1981854

Contact: Kevin McCaffrey
Federal Sales Manager
Email: kevin.mccaffrey@logianalytics.com
Phone: (703) 752-9700 x7181
Fax: (703) 859-7619

Term: July 23, 2016 – July 22, 2017

Payment: 30 days after delivery or invoice, whichever occurs later

VITA Contact: Doug Leslie
Strategic Sourcing Consultant
Supply Chain Management (SCM)
Phone: (804)416-6161
E-Mail: doug.leslie@vita.virginia.gov
Fax: (804)416-6361

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase software or services for their personal use from this Contract.

For updates, please visit our Website at <http://www.vita.virginia.gov/procurement/contracts.cfm>.



COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency

Nelson P. Moe
Chief Information Officer
Email: cio@vita.virginia.gov

11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

TDD VOICE -TEL. NO.
711

July 22, 2016

Manjri Kanotra
Logi Analytics
7900 Westpark Drive
Suite T107
McLean Virginia 22102

Per Section 3.A. ("Term and Termination") of contract VA-080717-LOGI, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from July 23, 2016 through July 22, 2017. Should you have any questions, please feel free to contact me.

Respectfully,
Doug Crenshaw
Strategic Sourcing Manager
Virginia Information Technologies Agency
(804) 416-6160



COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency

11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

TDD VOICE -TEL. NO.
711

Eric R. Link
Interim Chief Information Officer
Email: cio@vita.virginia.gov

May 27, 2015

Kevin McCaffrey
Logi Analytics
7900 Westpark Drive
Suite T107
McLean Virginia 22102

Mr. McCaffrey,

Per Section 3.A. ("Term and Termination") of contract VA-080717-LOGI, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from July 23, 2015 through July 22, 2016 Should you have any questions, please feel free to contact me.

Respectfully,
Doug Crenshaw
Strategic Sourcing Manager
Virginia Information Technologies Agency
(804) 416-6160

**MODIFICATION NO. 1
TO
CONTRACT NUMBER VA-080717-LOGI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
LOGI ANALYTICS**

This MODIFICATION No. 1 is hereby incorporated into and made an integral part of Contract VA-110502-LH&S.

The purpose of this Modification is to add the clause(s) and clarifications listed below:

1. Add to the definition of "Authorized Users" in Section 2 Subsection C on Contract Page 3; "Public Body" in Section 2 Subsection L on Contract 4.
"Authorized Users include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code. A list of the private institutions eligible to use this contract can be found at <http://www.cicv.org/our-Colleges/Profiles.aspX>"
2. Add to the definition of "Software License Grant and Use Rights and Restrictions" in Section 4 as Subsection xi on Contract Page 7.
"If Authorized User is a private institution, the license shall be held by that private institution."
3. Add to the definition of "Work Product" in Section 5 Subsection B on Contract Page 8.
"If Authorized User is a private institution of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, any license to pre-existing work shall be held by, and all rights in, title to, and ownership of Work Product shall vest with that institution."
4. Add to the definition of "Fees and Charges" in Section 8 Subsection A Paragraph 6 on Contract Page 11.
"If the Authorized User is a private institution chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, such private institution may have its own per diem amounts applicable to Supplier's pre-approved travel expenses."
5. Add to the definition of "Indemnification" in Section 11 Subsection A Paragraph 2 on Contract Page 13.
"In the event of a settlement between Supplier and private institution of higher education who is an Authorized User of this contract, the settlement shall be satisfactory to such institution."
6. Add to the definition of "Dispute Resolution" in Section 14 Subsection D on Contract Page 15.
"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 to the right to terminate any license or support services hereunder."

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-080717-LOGI by this Modification No. 1.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

NAME OF SUPPLIER

BY: Logi Analytics

NAME: Antonia Plazibat
TITLE: Senior Corporate Counsel

DATE: July 25, 2014

COMMONWEALTH OF VIRGINIA

BY: Day Custer

NAME: Day Custer
TITLE: UtA Secretary

DATE: 8/14/14





COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency

11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

TDD VOICE -TEL. NO.
711

Samuel A. Nixon, Jr.
Chief Information Officer
E-mail: cio@vita.virginia.gov

May 21, 2014

Kevin Mccaffrey
Logi Analytics

Per Section 3.A. (“Term and Termination”) of contract VA-080717-LOGI, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from July 23, 2014 – July 22, 2015. Should you have any questions, please feel free to contact me.

Respectfully,
Doug Crenshaw
Strategic Sourcing Manager
Virginia Information Technologies Agency
(804) 416-6160



COMMONWEALTH of VIRGINIA

Samuel A. Nixon, Jr.
Chief Information Officer
E-mail: cio@vita.virginia.gov

Virginia Information Technologies Agency

11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

TDD VOICE -TEL. NO.
711

May 23, 2013

Kevin Mccaffrey
Logi Analytics

Per Section 3.A. ("Term and Termination") of contract VA-080717-LOGI, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from July 23, 2013 – July 22, 2014. Should you have any questions, please feel free to contact me.

Respectfully,
Doug Crenshaw
Strategic Sourcing Manager
Virginia Information Technologies Agency
(804) 416-6160

VITA SUPPLIER AGREEMENT – LOGIXML BUSINESS INTELLIGENCE TOOLS SOFTWARE

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SUPPLIER AGREEMENT

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 LogiXML, Inc. (“Supplier”), a business incorporated in the Commonwealth of Virginia, USA, F.E.I.N. 54-1981854, having its principal place of business at 7900 Westpark Drive, Suite T107, McLean, VA 22102, are this day entering into a contract and, for their mutual convenience, the parties are using the standard form contract(s) (“Limited Use Software License Agreement” and “Professional Services Agreement”) provided by Supplier. This Agreement, duly executed by the parties, attaches and incorporates Supplier’s standard form contract(s) and together shall govern the use of any and all Software licensed by or Services provided to the Commonwealth or any Public Body 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 Agreement is available for use by all public bodies as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia, and other public bodies including all public agencies and institutions and localities of the several states, of the United States or its territories, the District of Columbia, and the U.S. General Services Administration (“Public Bodies”).

As used herein, the term “contract” shall mean the Supplier’s standard form contract(s) and any and all exhibits and attachments thereto. The term(s) “Customer,” “Licensee,” “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. The term “Agreement” shall mean this agreement.

Supplier’s standard form contracts are, 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 contracts 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 to the following, notwithstanding any provisions appearing in the attached Supplier’s standard form contract:

1. PURPOSE AND SCOPE

This Agreement sets forth the terms and conditions under which Supplier agrees to sell certain of Supplier’s products, including but not limited to licenses for business intelligence software and related software, and to provide various related services to Authorized Users including but not limited to support and maintenance, integration and implementation, consulting and training.

2. DEFINITIONS

A. Acceptance

Acceptance shall take the form of successful delivery or completed and successful Acceptance testing in conformance with the Requirements as determined by the Authorized User in the applicable order or Statement of Work.

B. Agent

Any third party independent agent of any Authorized User.

C. Authorized User

A Public Body that has executed an order to obtain specific software or services pursuant to this Agreement.

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 Agreement or any order or Statement of Work 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 tangible embodiment of the Services, including the development or creation of Work Product, performed or the Solution or Solution component provided by Supplier as identified in the applicable Statement of Work.

G. Documentation

Those materials detailing the information and instructions needed in order to allow any Authorized User and its Agents to install, implement, and make productive use of the Software.

H. Electronic Self-Help

Any use of electronic means to exercise Supplier’s license termination rights, if available pursuant to the Software License section of this Contract, upon breach or cancellation, termination or expiration of this Contract or any order issued hereunder.

I. Maintenance Period (or Support Period)

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

J. Maintenance Services (or Maintenance)

Those Services, preventive and remedial, provided by Supplier at Authorized User’s request in order to ensure continued operation of the Software. Maintenance Services shall include support services.

K. Party

Supplier, VITA, or any Authorized User.

L. Public Body

Any public body as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia, and other public bodies including all public agencies and institutions and localities of the several states, of the United States or its territories, the District of Columbia, and the U.S. General Services Administration.

M. Requirements

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the product as set forth in the applicable documentation, Exhibit A and such other parameters, characteristics, or performance standards for the product that may be agreed upon in writing by VITA and Supplier or the Parties to an order issued hereunder. [Note: In case of conflict, see the Entire Contract clause for order of precedence.]

N. Services

Any work performed or service provided by Supplier under this Agreement, including installation, Software configuration, maintenance, support, training, software modifications, and provision to the Authorized User of any Deliverable described in the applicable SOW. Services include the discovery, creation, or development of Work Product, if any.

O. Software

The programs and code, and any subsequent releases, provided by Supplier under this Agreement as set forth in Exhibit B or as described on Supplier’s U.S. and International price lists in effect at time of order placement, including all third party software licensed by Supplier.

P. Statement of Work (SOW)

Any document in substantially the form of Exhibit E (describing the deliverables, due dates, assignment duration and payment obligations for a specific project, engagement, or assignment for which Supplier shall be providing a Solution and/or Services to an Authorized User), which, upon signing by both Parties, shall be deemed a part of this Contract.

Q. Supplier

Means the Supplier and any of its Affiliates (i.e., an entity that controls, is controlled by, or is under common control with Supplier).

R. 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 any order issued hereunder. Work Product shall not include configuration of software.

3. TERM AND TERMINATION

A. Agreement Term

The term of the Agreement will be not less than five (5) years with the option for VITA to renew the Agreement for five (5) periods of 1 year each upon written notice to Supplier not less than 30 days prior to the expiration of the then-current term.

B. Termination for Convenience

VITA may terminate the Agreement or any order issued, in whole or in part, and an Authorized User may terminate an order upon written notice at any time for any reason (for convenience).

C. Termination for Breach or Default

1. Supplier shall be deemed in breach and/or default in the event that Supplier fails to meet any material obligation set forth in the Agreement or in any order issued hereunder.
2. Should an Authorized User or VITA notify Supplier in writing that it is in breach and/or default, Supplier shall correct such breach or default within thirty (30) days of the written notice, or as otherwise agreed between the Authorized User and Supplier in the applicable Statement of Work (SOW). Should Supplier fail to cure, in all material respects, the breach or default within thirty (30) days of such written notice, such Authorized User may, in its sole discretion: (i) reject the Software or Deliverable in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial acceptance" of the Software or Deliverable with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Software or Deliverable while reserving its right to revoke acceptance if timely correction is not forthcoming. Should Supplier fail to cure, in all material respects, a breach or default within thirty (30) days of written notice, VITA may terminate the Agreement or any order issued hereunder, in whole or in part. VITA may exercise its right to terminate the Agreement, in whole or in part, for cause, only if it is determined through VITA's Alternative Dispute Resolution (ADR) process that a material breach has occurred, if disputed by Supplier, and if the Supplier does not cure the breach within 30 days of such determination.
3. Supplier shall have limited termination rights in the event of a material breach of the Agreement by an Authorized User. The termination rights shall be limited to only those licenses for which the material breach occurred and only as to the individual specific Public Body that caused the material breach. The right to terminate any license shall be exercised only if it is determined through the Authorized User's Alternative Dispute Resolution (ADR) process that a material breach has occurred, and if the Authorized User does not cure the breach within 30 days of such determination. In the event of a breach by a Public Body accessing Software in an installation of Software used by multiple Public Bodies (a "Shared Instance"), the Authorized User licensed for the Shared Instance may revoke all access rights for the breaching Public Body, which action shall be deemed to cure the breach by that Public Body, without termination of the license for the Shared Instance.

D. Termination for Non-Appropriation of Funds

All payment obligations under the Agreement will be subject to the availability of legislative appropriations at the federal, state, or local level for this purpose and the Authorized User shall have the right to terminate the Orders under the Agreement in the event of non-appropriation of funds, irrespective of the source of funds.

4. SOFTWARE LICENSE GRANT AND USE RIGHTS AND RESTRICTIONS**A. License Grant**

Supplier shall grant to the Authorized Users a fully paid, perpetual, worldwide, nonexclusive, transferable, irrevocable object code license (“Software License”) to install, use, copy, execute, distribute, store and display, and to the degree required by implementation and integration, the right to adapt, modify or otherwise create derivative works of the Software and Documentation including any subsequent revisions, updates and upgrades, in accordance with the terms and conditions set forth herein and subject to the limitations and/or restrictions explicitly set forth in the Contract, as follows:

- i). To use the Software for the business of the Commonwealth or Authorized User and in support of its constituents and other interested parties including, but not limited to, internal and third-party information processing and any other Commonwealth or Authorized User government function.
- ii). Authorized Users may allow access to the Software by third party vendors, consultants and contractors who are under Agreement with the Authorized User to provide services to or on behalf of such Authorized User. Access includes loading or executing the Software on behalf of such Authorized Users or their Agents.
- iii). To use the programs that are development tools in accordance with the Documentation to create specific objects or object code. To the extent Authorized Users have the right to modify the Software or make derivative works, the Commonwealth shall own such modifications
- iv). The license fee includes a test system copy, which consists of the right to use the Software for non-production test purposes, including but not limited to, problem/defect identification, remediation, and resolution, debugging, new version evaluation, Software interface testing, and disaster recovery technique analysis and implementation.
- v). The license will include a right to run a hot backup of the system for no additional cost as long as the two systems do not run in production at the same time.
- vi). In the event that all of an Authorized User’s copies of the Software, including all backup copies, are destroyed, irreparably damaged or otherwise lost due to fire, explosion, sabotage, flood or other disaster, Supplier shall provide to such Authorized User, at no additional cost, replacement copies of the Software and Documentation.
- vii). An Authorized User may make a reasonable number of copies of the Software and Documentation for use in training, support, demonstrations, backup, archiving, disaster recovery and development, and may run the Software concurrently at a back-up site, for no additional license fees or costs.
- viii). An Authorized User may add its own copyright or other proprietary notice to modifications to which such Authorized User has ownership rights pursuant to this Contract
- ix). The Software may be moved to other platforms (including operating systems) or hardware or sites without cost or consent from Supplier. Where Software is covered under a Supplier-provided maintenance or technical support agreement, Authorized User will provide Supplier notice within 30 days of such move.

- x). User counts will exclude indirect use, non human use and counting at a multiplexing front end.

B. License Types

The license types shall be defined as follows:

1. User License

“User(s)” shall mean an individual(s) authorized by the Authorized User(s) to use the Software, regardless of whether the individual is actively using the Software at any given time. The Authorized User may replace a User as necessary to reflect personnel changes provided that the number of individuals authorized to use the Software does not exceed the maximum number of Users authorized at any time. The maximum number of Users that may use or access the applicable Software is specified in the Purchase Order(s).

2. Server License

The license(s) granted under this Section authorizes the Authorized Users and their Agents to use the Software only on the number of server(s) listed in the applicable Order. An Authorized User may transfer the Software to a different machine to the extent that the license price for such new server(s) is equivalent to the server(s) initially licensed. If the licensed server is inoperative because of (i) malfunction, (ii) performance of maintenance, or (iii) modification to the licensed server, or (iv) because the Software is being transferred to another server, such Authorized User may use the Software on a replacement server as long as required by the mentioned conditions.

3. Concurrent Use License

The license(s) granted under this Section authorizes Authorized Users to use the Software on any system based on the total number of Concurrent Users. The number of “Concurrent Users” is defined as the maximum number of concurrent Sessions connected at a given point in time. A “Session” is defined as an active user executing the Software. The Authorized User shall specify an initial number of Concurrent User licenses in its initial order pursuant to this Contract. An Authorized User may increase the number of Concurrent User licenses upon issuing an order for additional Concurrent User licenses. Concurrent use means active use, not merely being logged on to the system.

4. Site License

The license(s) granted under this Section authorizes the Authorized Users to use the Software on any system located at the “Site” or within the “Enterprise” as such terms are defined in the applicable order.

5. Enterprise Wide License

The Enterprise Wide License authorizes all Commonwealth of Virginia Executive Branch Agencies, excluding institutions of higher education, to use the Software on any CPU or system owned or operated by or on behalf of such agencies, without limitation as to the quantity or location or project.

5. SERVICES

A. Statement of Work

1. All Services shall be performed at the times and locations set forth in an 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. 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.
2. Any change to an SOW must be described in a written change request. 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 beyond the Purpose and Scope of this Agreement.

B. Work Product

Unless otherwise specified in an applicable Statement of Work or otherwise required under applicable law or regulation, VITA or Authorized User acknowledges and agrees that Supplier shall retain all rights (including all intellectual property rights) in any Work Product created under this Agreement and shall be the sole owner of such Work Product. Notwithstanding the foregoing, Supplier hereby grants to VITA or Authorized User, a non-exclusive, irrevocable, worldwide, perpetual, fully-paid right and license to copy, use, modify, install and operate the Work Product, including both source code and object code, on an unlimited number of computers and to support an unlimited number of users. This license shall also be deemed to grant VITA or Authorized User the right to: (i) install, use, execute and copy the Work Product for any backup, archival and emergency purposes and any internal, non-production VITA purpose including for test, development, and training; (ii) allow a third party outsourcer or service provider to install, use, execute and copy the Work Product solely in connection with its provision of services to VITA; and (iii) create derivative works of the Work Product and own all rights in those modifications that it adds to such Work Product. If VITA, an Authorized User or a third party on either VITA's or an Authorized User's behalf, modifies the Work Product or makes any derivative works of the Work Product, then, notwithstanding anything in this Agreement to the contrary, Supplier shall have no obligation to support or maintain such derivative works or modified Work Product.

C. Supplier Knowledge

Supplier is possessed of superior knowledge with respect to the Software and services and is aware that the Authorized Users are relying on Supplier's skill and judgment in providing the Software and services.

6. WARRANTY AND SUPPORT

A. Warranty

Supplier shall provide the following warranties in the Contract:

1. Supplier has the right to provide the Software and services without violating or infringing any law, rule, regulation, trade secret or other proprietary right of any third party.
2. Supplier warrants the accuracy and completeness of its responses to RFP 2008-05, including its description of product functionality and services, as well as product documentation. Supplier acknowledges that VITA is acting in material reliance on the accuracy and completeness of those responses and documentation.
3. If Supplier has specified hardware equipment an authorized user shall use to run the Software, then Supplier warrants that the Software, and any subsequent Software release, is compatible with and shall perform with such hardware equipment consistent with Supplier's documentation and its response to RFP 2008-05, including performance specifications.
4. During the Warranty Period (90 days following Acceptance of the Software or services by the Authorized User), Supplier warrants that the Software and services provided under the Agreement shall not contain any material errors and shall function properly and in conformity with the specifications in the RFP and in the Contract. Supplier shall correct all errors that result in a failure of the Software and services to function as specified in the Agreement that are identified during the Warranty Period at no additional cost to any Authorized User. All other Warranties of Supplier shall survive the Warranty Period.
5. Upon expiration of the Warranty Period, Supplier shall continue to provide its standard Maintenance and Support services for the remainder of the one-year period following Acceptance at no additional charge.
6. Supplier has used Supplier's best efforts through quality assurance procedures to ensure that there are no computer viruses or undocumented features in the Software at the time of

delivery to an Authorized User; and the Software does not contain any embedded device or code (e.g., disabling code) that is intended to obstruct or prevent any Authorized User's use of the Software or services.

7. The Software provided will be at the most recent production version generally available unless otherwise required by the Authorized User.

B. Warranty Remedy

If Supplier is unable to make the Software or any component thereof conform, in all material respects, within thirty (30) days following notification by an Authorized User, Supplier shall, at such Authorized User's request, accept return of the tangible Software components, and return all monies paid by such Authorized User for the returned Software components and Documentation. Authorized User shall discontinue use of any such Software component or product.

C. Support

1. Supplier agrees to provide its standard offerings for Support/maintenance services during the Warranty Period and during any Support period at the prices identified in Exhibit B.
2. Descriptions of Supplier's standard offerings for Support/maintenance services are set forth in Exhibit C.
3. VITA or its designee will appoint a single entity to act as first line of support to the executive branch of Commonwealth of Virginia government.

D. New Releases

Provide to all Authorized Users no later than the first day of general release, copies of the Software and Documentation revised to reflect any enhancements, including all new releases, upgrades, and access modes, to the Software made by Supplier, including, without limitation, modifications to the Software which can increase the speed, efficiency or base of operation of the Software or add additional capabilities to or otherwise improve the functionality of the Software.

E. Software Evolution

1. Should Supplier or Software Manufacturer merge or splinter the Software previously provided to any Authorized User, such action on the part of Supplier or Software Manufacturer shall not in any way result in any Authorized User being charged additional license or support fees in order to receive enhancements, releases, upgrade or support for the Software.
2. If Supplier or Software Manufacturer reduces or replaces functionality contained in a licensed Software product and provides the same or substantially similar functionality as or within a separate or renamed Software product, then the Authorized User shall be entitled to license such Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.
3. If Supplier or Software Manufacturer releases an option, future Software product or other release that has substantially the same functionality as the Software products provided under this Agreement, and Software Manufacturer and/or Supplier ceases to provide maintenance for the older Software product, then Supplier shall offer the Authorized User the option to exchange licenses for such replacement Software product or function at no additional charge.

F. Escalation Procedures

Supplier shall escalate unresolved reported troubles or defects in accordance with the Escalation Procedures provided in Exhibit D.

G. Remedies

1. In any given calendar month, for each day that Supplier fails to meet the support obligations set forth in Exhibit C, Section 2 for Severity 1 – Critical Business Impact errors, Supplier shall issue to the applicable Authorized User a credit of 1/30th of the allocable Supplier Maintenance and Support services fees paid for that installation of the software with respect to such calendar month. In no event shall the monthly credit for failure to meet the support obligations set forth in Section 2 for Severity 1 – Critical Business Impact errors exceed fifty percent (50%) of such month's allocable Supplier Maintenance and Support services fees

paid for that installation of the software. Any credit issued to VITA or an Authorized User with respect to a failure to meet the support obligations set forth in Section 2 for Severity 1 – Critical Business Impact errors shall be applied against the next payment of fees and shall expire if unused within eighteen (18) months after the date such credit was issued. In the event of a termination by VITA or an Authorized User for cause, Supplier shall pay any then-outstanding credits owed to the terminating party within thirty (30) days of termination.

2. Authorized User will provide Supplier with a report indicating any failure to meet the support obligations set forth in Section 2 for Severity 1 – Critical Business Impact errors for the previous calendar month. The report will be due by the tenth (10th) business day of each month following the calendar month being measured. Supplier shall agree or dispute the report within ten (10) business days following its receipt of the report. If Supplier disputes the report, Supplier shall maintain and provide to Authorized User all requested data from Supplier's event ticket database and tracking system, and Authorized User shall maintain and provide to Supplier as requested any data logs, records and communications to verify its position with respect to such failure to meet the support obligations set forth in Section 2 for Severity 1 – Critical Business Impact errors.

7. ESCROW AGREEMENT

1. 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 F (Escrow Agreement). No less than ten calendar days after the Effective Date of this Contract, Supplier shall deliver to VITA a copy of the executed Escrow Agreement naming the Commonwealth of Virginia as a third party beneficiary. If events give rise to a need for the escrow agent to release escrowed materials to the Commonwealth, 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 identified and listed in Attachment A to the Escrow Agreement and include the most current version used by all Authorized Users of:
 - (a) the source code for the Software,
 - (b) all Documentation related thereto as well as all necessary and available information, proprietary information in English, and
 - (c) technical Documentation in English which shall enable VITA, any Authorized User, or an Agent of VITA or any Authorized User to create, maintain and/or enhance the Software.
2. Supplier warrants that the Escrow Agreement provides for, among other items, the release of the list of items on Attachment A of the Escrow Agreement upon the happening of certain events, including, but not limited to, Supplier's failure to carry out its support and maintenance obligations imposed by this Contract for a period of sixty (60) days, Supplier's bankruptcy that is not dismissed in a reasonable amount of time, 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.
3. Subject to the information and materials listed on Attachment A of the Escrow Agreement being released to the Commonwealth pursuant to the terms of the Escrow Agreement, which is an agreement supplementary hereto, Supplier hereby grants to the Commonwealth a royalty-free, perpetual, 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, subject to confidentiality restrictions at least as protective of Supplier as those in this Agreement.

8. FEES AND ORDERING

A. Fees and Charges

1. Supplier agrees to include mutually agreed upon cost reduction initiatives, which will be periodically updated during the term of the contract (such as savings to be realized through Supplier innovation).
2. Fees for licenses and for services are as set forth in Exhibit B "Software Product List, Software License Fees and Service Charges."
3. Fees for licenses and for services including, but not limited to, consulting, training and implementation services shall not increase for a period of not less than two (2) years from the effective date of the Agreement. Thereafter, increases in such fees shall be limited to once per twelve (12) month period
4. Support (maintenance) fees shall not be due until one (1) year after Acceptance, nor increase for the first five (5) years of this contract. Thereafter, increases in such fees shall be limited to once per twelve (12) month period. In any event, any maintenance fees shall not exceed 10% of the License fees paid by the Authorized User for a particular product. Support shall be paid only on those licenses that are in operation (no shelfware).
5. Increases in fees for licenses and for all services, including, but not limited to support, maintenance, consulting, training and implementation services shall not exceed the lesser of three percent (3%) or the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, Not Seasonally Adjusted, as published by the Bureau of Labor Statistics of the Department of Labor (<http://www.bls.gov/cpi/home.htm>), for the effective date of the increase compared with the same index one (1) year prior.
6. Any travel expenses Supplier incurs related to the Agreement must be pre-approved by the Authorized User and shall 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/Admin_Services/CAPP/CAPP_Topics/20335.pdf), or a successor URL(s).
7. Supplier may from time to time offer additional or new business intelligence products and related items and services. VITA may update exhibits to this Contract to include those items and services, including products developed by LogiXML but excluding third party products and products not developed by LogiXML, at discounts established in the Agreement. However, in no event may VITA include items outside the Scope of this Agreement in such exhibits or use this Agreement to procure products or services outside the Scope. The Agreement may be modified to include other products, including but not limited to acquired products not developed by LogiXML and third party products, in accordance with the Modifications clause herein.

B. Ordering

1. The Agreement shall not require any minimum commitment from the Commonwealth or any Authorized User and shall be non-exclusive.
2. Supplier shall accept any order placed by an Authorized User through the eVA electronic procurement website portal (<http://www.eva.virginia.gov>). State agencies, as defined in §2.2-2006 of the Code of Virginia, shall order through eVA. All other Authorized Users are encouraged to order through eVA, but may order through the following means:
 - a. official Purchase Order of an Authorized User;
 - b. other order/payment charge or credit card process, such as AMEX, MasterCard, or VISA under contract for use by an Authorized User.
3. Supplier shall not accept any order from an Authorized User if such order is to be funded, in whole or in part, by federal funds and if, at the time the order is placed, Supplier is not eligible to be the recipient of federal funds as may be noted on any of the Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs.

ALL CONTRACTUAL AND/OR PAYMENT OBLIGATIONS UNDER THIS AGREEMENT IN CONNECTION WITH ANY ORDER PLACED BY ANY PUBLIC BODY OR ANY AUTHORIZED USER ARE THE SOLE OBLIGATION OF SUCH PUBLIC BODY OR AUTHORIZED USER AND NOT THE RESPONSIBILITY OF VITA OR THE COMMONWEALTH. VITA IS RESPONSIBLE FOR ALL CONTRACTUAL AND PAYMENT OBLIGATIONS UNDER THIS AGREEMENT IN CONNECTION WITH ANY ORDER PLACED BY VITA ON ITS OWN BEHALF OR BY VITA ON BEHALF OF ANY PUBLIC BODY.

9. REPORTING

A. Supplier's Report of Sales and Industrial Funding Adjustment

1. By the 10th day of every month, the Supplier shall submit the "Supplier Monthly Report of Sales". A template showing the format in which the report is to be submitted and contact information for submission is available at <http://www.vita.virginia.gov/scm/default.aspx?id=4450> under "Supplier Reporting". The report shall be submitted via electronic mail to the VITA IFA Coordinator and shall report total sales (defined for purposes of this report as all invoiced payments received by Supplier from all Authorized Users) for this Agreement during the preceding month. Supplier shall be responsible for submitting the monthly report of sales even if Supplier has had no sales (i.e., a \$0.00 total sales value) for the reporting period.
2. The Supplier shall submit the Industrial Funding Adjustment (IFA) payment for the period covered by such "Supplier Monthly Report of Sales" within thirty (30) days after submitting the "Supplier Monthly Report of Sales". The IFA payment is equal to two percent (2%) of total sales reported during the relevant month.
3. The IFA payment shall be submitted to VITA, Attention VITA Controller in the form of a check or electronic payment, made payable to the Treasurer of Virginia. The IFA payment shall reference this Agreement number, "report amounts", and "report period" and shall be accompanied by a copy of the relevant "Supplier Monthly Report of Sales". Contact information for submission of IFA payments is available at <http://www.vita.virginia.gov/scm/default.aspx?id=4450> under "Supplier Reporting".
4. Failure to comply with reporting, payment and distribution requirements of this section may result in default of the Agreement.

B. Small Business Participation

Supplier agrees to meet with VITA promptly after the Effective Date of the Agreement to discuss the participation of Virginia Department of Minority Business Enterprise (DMBE)-certified Small Businesses as subcontractors and second-tier suppliers under this Agreement.

Supplier agrees to meet with VITA annually thereafter to review SWaM subcontracting reports and discuss further action with respect to small business subcontracting and spend, and to submit to VITA the SWaM Subcontracting Monthly Report (template available at <http://www.vita.virginia.gov/scm/default.aspx?id=4450>) by the 10th day of every month.

10. 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 Agreement, 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 Agreement;
- 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

1. Upon the termination or expiration of this Agreement 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.
2. 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 Agreement 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 Agreement and may result in termination of the Agreement or any order or SOW issued hereunder.

11. INDEMNIFICATION AND LIABILITY**A. Indemnification**

1. Supplier shall indemnify, defend and hold harmless VITA, any Authorized User, their officers, directors, agents and employees (“Authorized User’s Indemnified Parties”) against losses or claims, including third party claims, arising from the following:
 - 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 resulting in personal injury or property damage.
 - iii) any actual or alleged infringement or misappropriation of any third party’s intellectual property rights by any of the Software or services.
2. 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.
3. The selection of counsel and agreement to any settlement shall be subject to the approval of VITA or the Authorized User against whom the claim has been asserted, which shall not be unreasonably withheld.
4. If an infringement is alleged and Supplier is of the opinion that the allegations in such Claim are not covered by the indemnification provision, Supplier shall immediately notify VITA and the affected Authorized User(s) in writing, specifying to what extent Supplier believes it is

obligated to indemnify, defend and hold harmless the Authorized User under the terms and conditions of the Agreement.

5. In the event that Supplier believes that Software or services infringe or are determined to infringe on a third party's intellectual property rights, Supplier shall at Supplier's expense, either (a) procure for all Authorized Users the right to continue use of such infringing Software or services, or any component thereof; or (b) replace or modify such infringing Software or services, or any component thereof, with non-infringing products or services satisfactory to VITA.

And in addition, Supplier shall provide any Authorized User with a comparable temporary replacement Software or reimburse any Authorized User for the reasonable costs incurred by such Authorized User in obtaining an alternative product in the event such Authorized User cannot use the affected Software.

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 component of the Software or Services, along with any other components of any products rendered unusable by any Authorized User as a result of the infringing component, and refund the price paid to Supplier for such components, less 1/60th of the price paid for each month since each infringing component was accepted.

B. Liability

1. Except with regard to: (a) claims for property damage or personal injury resulting from the negligence of a party; (b) infringement of intellectual property rights of a party; (c) the indemnification obligations under this Agreement; (c) breaches of the security obligations under this Agreement; (d) breaches of the confidentiality obligations under this Agreement; and (e) damages that are caused by the gross negligence or willful misconduct of the party, its employees, agents or subcontractors; in no event will any party be liable to any other party for direct damages in excess of twice the sum of [one-time fees (e.g., license fees and professional services) and the recurring charges paid in the last year (e.g., annual maintenance) paid under the Agreement].
2. Except with regard to: (a) claims for property damage or personal injury resulting from the negligence of a party; (b) infringement of intellectual property rights of a party; (c) the indemnification obligations under this Agreement; (c) breaches of the security obligations under this Agreement; (d) breaches of the confidentiality obligations under this Agreement; and (e) damages that are caused by the gross negligence or willful misconduct of the party, its employees, agents or subcontractors, in no event will any party be liable to any other party (or the indemnified parties of such 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.

12. INSURANCE

In addition to the insurance coverage required by the Incorporated Contractual Provisions, Supplier shall carry errors and omissions insurance coverage in the amount of \$2,000,000 per occurrence.

13. SECURITY COMPLIANCE

Supplier agrees to comply with the then-current Commonwealth of Virginia security procedures, published by the Virginia Information Technologies Agency (VITA) and which may be found at (<http://www.vita.virginia.gov/library/default.aspx?id=537>) or a successor URL(s), as are pertinent to Supplier's operation.

14. GENERAL PROVISIONS

A. Incorporated Contractual Provisions

The contractual provisions at the following URLs are mandated provisions that are hereby incorporated by reference into the Agreement:

<http://www.vita.virginia.gov/uploadedFiles/SCM/StatutorilyMandatedTsandCs.pdf>

<http://www.vita.virginia.gov/uploadedFiles/SCM/eVATsandCs.pdf>.

These terms and conditions are subject to change pursuant to action by the legislature of the Commonwealth of Virginia or the adoption of revised eVA business requirements.

B. Compliance with Federal, State and Local Laws

Supplier shall comply with all applicable Federal, State and local laws and regulations including: not engage in any activity prohibited by 31 USC 1352 or the "Lobbying Act". Supplier will sign a certificate of compliance from time to time as required by the Commonwealth.

C. Governing Law

The Agreement 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 Agreement prevails when interpreting this Agreement. The United Nations Convention on Agreements 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 Agreement only to the extent required by §59.1-501.15 of the Code of Virginia.

D. Dispute Resolution

Supplier agrees to submit all contractual disputes to the Authorized User's Alternative Dispute Resolution (ADR) process.

E. Transfer of Licenses and Assignment

1. VITA may, at no additional cost or additional license fee:
 - i). transfer the Agreement and each of the licenses and documentation, upon written notice, to an agency that supersedes VITA's authority;
 - ii). transfer licenses between particular departments, agencies or entities within the State upon written notice at no additional cost or additional license fee;
 - iii). transfer, upon prior written consent which would not be unreasonably withheld, the Agreement and/or all or part of the licenses to a third party outsourcer of VITA or an Authorized User including the right to have the Agreement and/or all or part of the licenses transferred back to VITA or to another third party outsourcer;
 - iv). assign, upon prior written consent which would not be unreasonably withheld, the Agreement or any licenses to any other public body, quasi-public or private entity, authority, partnership or business entity provided that such party agrees to assume all VITA's rights and obligations and is not a direct competitor to Supplier.
2. Supplier may, upon prior written consent from VITA, which would not be unreasonably withheld, assign the Agreement to any other party, provided that such party agrees to assume all Supplier's rights and obligations.

F. Entire Agreement

This Agreement, consisting of this VITA "Supplier Agreement" document and the exhibits listed below, constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

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

- i). Exhibit A Functional and Technical Requirements

- ii). Exhibit B Software Product List, Software License Fees and Service Charges
- iii). Exhibit C Support/Maintenance Services
- iv). Exhibit D Escalation Procedures
- v). Exhibit E Statement of Work (SOW) Template
- vi). Exhibit F Escrow Agreement
- vii). Exhibit G Certification Regarding Lobbying
- viii). Exhibit H Supplier's Standard Form Contracts

In the event of a conflict, the following order of precedence shall apply: This Supplier Agreement, Exhibits A through H (in that order), an order or Statement of Work (SOW).

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed as of the last date set forth below by the undersigned authorized representatives of the parties, intending thereby to be legally bound.

Supplier

VITA

By: SIGNATURE ON FILE

By: SIGNATURE ON FILE

(Signature)

(Signature)

Name: Arman Eshrahgi

Name: Susan S. Woolley

(Print)

(Print)

Title: CEO

Title: Director, Supply Chain Mgt.

Date: July 17, 2008

Date: July 23, 2008



Commonwealth of Virginia
Virginia Information Technologies Agency (VITA)
Business Intelligence Tools – Enterprise/Statewide
Request for Proposal (RFP) 2008-05 Appendix A – Requirements
March 7, 2008

**VITA STATEWIDE CONTRACT #VA-080717-LOGI
LogiXML, Inc. BUSINESS INTELLIGENCE TOOLS SOFTWARE
EXHIBIT A – FUNCTIONAL AND TECHNICAL REQUIREMENTS**

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The acceptable codes for Column A are as follows:

Y - "Yes" - Supplier can fully meet the requirement as documented with its current application or proposed solution. If applicable, Supplier shall provide in Column B an explanation of how it will fulfill the requirement. Supplier may also use Column B to cross-reference a detailed explanation included in an attachment of its proposal. In all cases, Supplier should provide sufficient detail to enable VITA to evaluate its proposal while being as brief and succinct as possible.

F - "Yes, Future" - Supplier will be able to fully meet this requirement in the near future (not longer than six months). Supplier shall provide a proposed start date and cross-reference any attached documentation in Column B.

N - "No" - Supplier cannot meet the requirement and has no firm plans to be in the position to meet this need within six months.

A blank or "NA" in any box in Column A will be interpreted by VITA as an "N".

In addition, many questions will ask Supplier to describe and/or identify. If the description is more than a few sentences, Supplier should provide it as part of the overall response to this section as a separate Microsoft Word file, by table. (See Section 3 Proposal Format for details). Please provide one such file/document for each table and be sure to clearly reference the question number for each response within each document.

When a question requests that Supplier identify its detailed response, Supplier is to identify where in its proposal the information is located.

In Column C the Supplier is asked to identify the name(s) of the current-version software module(s) proposed to address the corresponding requirement. Where this is not appropriate, indicate NA.

LogiXML has inserted codes in Column C indicating the name(s) of the current-version software module(s) proposed to address each corresponding requirement as follows:

I = Logi Info v. 9.1.x (current release)

A = Logi Ad Hoc v. 9.1.x (current release)

E = Logi ETL v. 9.1.x (current release)

O = Logi OLAP v. 9.1.x (current release)

IS = Logi Intelligence Server v. 9.1.x (current release)

Where multiple products have been indicated, this means the support for this feature appears in all products listed next to this feature.



A. Information Delivery

#	Requirements	A	B	C
1.	Does your Proposal include a description (up to one page) of your Solution’s approach to ‘information delivery’ – that is, reporting, ad-hoc querying, dashboards, alerts/notifications and data exporting? If yes, identify.	Y	REF: Volume I – Technical, Section 1: Executive Summary, page 1	I, A
2.	Does the Solution provide the user a step-by-step wizard for creating <i>reports</i> ? If yes, provide representative screenshots of a report creation wizard.	Y	REF: Volume I – Technical, Section 3: Appendices, pages 17-39	I, A
3.	Does the Solution generate real time reports directly from multiple operational/application databases?	Y		I
4.	Does the Solution provide the user a step-by-step wizard for creating <i>ad hoc queries</i> ? If yes, provide representative screenshots of an ad-hoc query creation wizard.	Y	REF: Volume I – Technical, Section 3: Appendices, pages 40-43	A, I
5.	Does the Solution include pre-built examples and/or templates of reports? If yes, describe the types and quantities by types including any specific functional areas (budgeting, human resource, accounting and financial reporting).	Y	Provide Sample applications and starter kits to include but not limited to sales, financial and accounting.	I
6.	Does the Solution allow the user to publish reports that he/she has created? If yes, describe the extent of user publishing capabilities.	Y	Ability to publish to the Web, Office, PDF, CSV, XML, to the file system and Email	A, I
7.	Does the Solution enable users to create their own report templates? If yes, describe and quantify (in terms of end user effort) how this is accomplished.	Y		I, A
8.	Does the Solution include pre-formatted query templates for novice users?	Y		A, I



9.	Does the Solution schedule information alerts based on specified conditions? If yes, describe the conditions that cause an alert and mechanisms (e-mail, voicemail, etc.) by which the alerts can be sent.	Y	Flexible. Report developer can define a variety of events such as when a user logs in, when a report is run, when a certain data value or threshold is met within the report. An alert is triggered and can be sent via email, voicemail, txt message, etc. Automated export (to PDF for example) and email is also supported	I, A
10.	Does the Solution allow the person to whom an alert is sent to set-up / tailor alerts to his/her specific needs? If yes, please describe trigger mechanisms and method for tailoring alerts.	Y	User can determine the way in which to receive an alert, e.g., via email, txt message, etc.	I
11.	Does the Solution export data? If yes, identify the programs / formats to which it exports and describe export limitations per format (e.g., max number of rows/columns that can be exported to a specific format).	Y	PDF, Excel, Word, CSV, HTML, XML	I, A
12.	Does the Solution export reports? If yes, identify the programs / formats and indicate the extent to which report look and feel is changed during export.	Y	PDF, Excel, Word, CSV, HTML, XML Look-and-feel unchanged for PDF. Look-and-feel matches the UI layout/format of the other export types (Excel, Word, etc.)	I, A



13.	Does the Solution allow the creation of a single Excel workbook (across multiple worksheets) comprised of many reports? If yes, describe.	Y	Report developers can use Excel as the design front-end for report development. The Logi report server fills-in the empty Excel template with data from one or more data sources. Excel-based reports are not restricted to one worksheet; a single Excel file can contain one or more worksheets within a workbook.	I
14.	Does the Solution include all of the following printing features: <ul style="list-style-type: none"> • page setup • zoom • scale • fit to page 	Y		I
15.	Does the Solution include format tools for report designing that provide all of the following: <ul style="list-style-type: none"> • change fonts • colors • column/row sizes and alignment 	Y		I, A
16.	Do the Solution's reports print as they appear on screen?	Y		I, A
17.	Does the Solution generate bookmarks to help users navigate through a report document? If yes, describe any unique capabilities the Solution has that make these generated bookmarks particularly helpful to end users.	Y		I



18.	Does the Solution allow report designers to include links in reports which could take the reader to other reports? If yes, describe how the report designer would include the links and how these links would be presented to the end-user.	Y	Embedding the URLs to the other reports. The end user would simply click a link to the report or could click a link to a cell or graphic that drills-down to another report	I, A
19.	Does the Solution provide reports to mobile users? If yes, describe mobile device types supported and the extent that the Solution enhances the ability to view the report on these (typically, smaller display size) devices.	Y	Any standard Web browser is supported. Capable of supporting the wide range of mobile devices including PDAs, smart phones, even including the Apple iPhone.	I
20.	Does the Solution automatically detect the internet browser version an individual user is using, recognize whether that browser supports DHTML (Dynamic HyperText Markup Language) and provide that user with a DHTML or HTML-only experience as appropriate? If yes, describe.	Y	This is managed through javascript within a report.	I, A
21.	Does the Solution provide report expiration functionality (that is, functionality that once a certain date/time has been reached, a published report is no longer available)?	Y		A, I
22.	Does the Solution provide report versioning functionality (that is, a capability to differentiate between a report and a modification to that report)? If yes, describe.	F	No embedded versioning currently, but can tie into versioning software. In the future (6 months), we are expanding our change log functionality to include this.	I, A
23.	Does the Solution provide report archiving functionality? If yes, describe.	Y	Report archive capability stores copies of the report to retain important data. Archiving reports gives users the ability to retain copies of a single report as the report is changed over time. Authorized users can also remove archived reports as needed.	A, I



24.	Does the Solution allow a user to build a report without a wizard and without requiring programming knowledge (whether proprietary or industry standard languages)? If yes, please describe.	Y	Users can create reports quickly in a hierarchical way (header, body, footer) in the report building Studio using 'elements' which include pre-built BI functionality. Users easily define the data layer, the queries, layout and the look and feel. For example a pie chart element corresponds to an entire pie chart in a report and users simply adjust attributes of that pie chart to fit their needs	I, A
25.	Does the Solution allow a user to build ad-hoc queries without a wizard and without requiring programming knowledge (whether proprietary or industry standard languages)? If yes, describe.	Y	Similar to the response above in Question #24, using 'elements' which include pre-built BI functionality, as well as users can take advantage of a pre-built Analysis Grid that allows them to adjust and filter results of their report at will	I, A
26.	Does the Solution allow a user to set up alerts/notifications without requiring programming knowledge (whether proprietary or industry standard languages)? If yes, describe.	Y	Using 'process files' which include pre-built BI functionality including alerts and contain the logic needed to perform such tasks	I, A
27.	Does the Solution allow the user to save reports as a snapshot in time with the data that displayed when the report was originally generated? If yes, please describe.	Y	Users can Save their results to the file system	I, A
28.	Does the Solution allow the user to save reports to his/her local workstation/network folder? If yes, describe any limitations.	Y		I
29.	Does the Solution allow the user to schedule reports? If yes, please indicate the extent that parameters and parameter values are accommodated.	Y	Runtime parameters are supported in scheduled reports	I, A



30.	<p>Does the Solution include a report catalog (that is, an end-user accessible listing of reports)? If yes, describe this capability (including the kind of documentation it provides for end users, how updates and additions to the catalog are accomplished when reports are added/updated/deleted, whether multiple catalogs can be created to service the needs of different user groups, and the extent to which the catalog is searchable by end users).</p> <p>Note: Limit this response to a single page.</p>	Y	<p>Users can organize reports in folders in a Web-based user interface. The Folder view is available for ‘My Reports’, ‘Shared Reports’ and ‘Other Users’ Reports’</p> <p>Full User Documentation is provided for explaining how to manage, add, update and delete reports as well as folders for organizing reports. Keyword search capability is available for users to find reports.</p> <p>Flexible security is available to handle access rights to reports based on user roles</p>	A
31.	<p>Does the Solution distribute reports to different sets of users based on pre-defined criteria? (i.e., Some reports go to executive managers, some to clerical staff, etc.) If yes, describe the process for configuring this distribution capability.</p>	Y	<p>Gives the system administrator or the report developer the ability to define multiple user groups as well as roles. Access can then be configured for the groups or roles or specific users. This access can be applied to the report as well as specific columns or data within the reports.</p>	A
32.	<p>Does the Solution provide the following dashboard features?</p>			
	a) Updates, edits, and changes look and feel of user’s interface at individual user level	Y		I, A
	b) User established Key Performance Indicators (KPIs) or metrics	Y		I
	c) Access to multiple enterprise data resources	Y		I
	d) Drill down capabilities	Y		I
	e) Built-in pre-defined metrics	Y		I



	f) Exploits different statistical methods	Y		I
	g) KPI and alert customization	Y		I
	h) Links to reports and shared documents – please describe	Y		I, A
	i) Exception highlighting is visible on charts and in key performance metrics	Y		I, A
	j) Embedded instant message or chat capabilities	Y	Easily integrated with Web-based IM or chat tools	I
	k) Embedded BLOG or discussion capabilities	Y		I
	l) Other - If yes, identify.	Y	Fully role-based, configurable and 'personalizable' so that business users only see the information they are interested in and can change the layout according to their own preferences	I
33.	Does the Solution include a user interface to build a dashboard? If yes, describe any programming necessary.	Y	Dashboards are provided as pre-built capability	I, A
34.	Does the Solution allow a user to create row and column functions (e.g., total, average, percentage of total)? If yes, describe.	Y		I, A



35.	Does the Solution provide exception highlighting (identify values in a report that are above or below a value range)? If yes, describe how and the level of effort for an end user and/or report developer (who is not the end user) to accomplish this highlighting.	Y	<p>There are a variety of ways this can be handled:</p> <ul style="list-style-type: none"> - Via visualization tools like heat maps, color bar sliders, colored cell bars, etc. Easily implemented by a report developer or added by an end user to their reports - In addition, end users can apply styles to columns to color specific text based on specific values and operators. For example, show numbers greater than 100 in red. - Report developers can also use conditional classes in the appropriate column. A conditional equation is set; for instance all data greater than 100. The second step involves adding a secondary CSS class. This CSS class allows the developer to visually display a difference on screen. 	I, A
36.	Does the Solution include drill down capability within a PDF (Portable Document Format) to other data sources?	Y		I
37.	Does the Solution provide the following types of reports?	Y		
	a) Cross-tab (indicate number of column/category limits)	Y		I, A
	b) Form-style (e.g., for highly structured documents like invoices, statements or other official correspondence)	Y		I
	c) Sub-reports	Y		I, A
	d) Conditional	Y		I, A
	e) Summary/Drill-down	Y		I, A



	f) Tabular	Y		I, A
	g) Freeform	Y		I
	h) Linked	Y		I, A
	i) Other – If yes, identify.	Y		I
38.	Does the Solution come with out-of-the box standard reports for ERP solutions? If yes, identify by ERP (Enterprise Resource Planning) product and within product by major categories/modules.	N	We provide samples and standard reports that can connect to any data source including ERP systems. No specific ERP-product ties, as we take a more generalized reporting approach that can be applied across many horizontal needs.	I
39.	Does the Solution include the capability to electronically mail reports in the following formats?			
	a) Direct HTML image embedded	Y		I
	b) Excel attachment	Y		I
	c) Rich Text Format (RTF) attachment	Y		I
	d) Portable Document Format (PDF) file	Y		I
	e) OpenDocument Format (ODF) attachment	Y		I
	f) Open Office XML (OOXML)	Y		I
	g) Solution-generated URL	Y		I
	h) Other - if yes, identify.	N		
40.	Does the Solution provide automatic compression (e.g., zip format) of e-mail attached files? If yes, please describe.	Y	Via a plug-in	I



41.	Does the Solution include mathematical and statistical functions? If yes, describe.	Y	Standard functions like Average, Count, DistinctCount, Max, Median, Min, Mode, Stdev, Sum, Running Totals, Difference from Previous, Numeric and Percentage Rankings, Moving Average, Percent of Total Plus support for the full library of VB script and Javascript functions.	I, A
42.	Does the Solution allow conditional operators, built-in functions, user-defined functions and constants in formulas?	Y		I, A
43.	Does the Solution allow reports and ad hoc queries to include multiple count algorithms? (e.g., records count and count in group)	Y		I, A
44.	Does the Solution allow users to self-subscribe to report distributions? If yes, describe.	Y	Logi Solutions allow users to easily subscribe to receive reports via e-mail by simply clicking an subscribe or unsubscribe button. An administrator schedules a report for delivery and specifies who has the access to subscribe.	A
45.	Does the Solution allow users to embed graphics within a report? If yes, describe.	Y	Any valid image supported by a Web browser including gif, jpeg, png, bmp, wmf, tif, xbr, etc.	I, A
46.	Does the Solution support automatic generation of a table of contents within a report?	Y		I
47.	Does the Solution allow users to select multiple selection criteria prior to report generation?	Y		I, A



48.	Does the Solution display the selection criteria on the generated report?	Y		I, A
49.	Does the Solution's reporting capability allow for filtering a parameter's values based on previously selected parameter values? If yes, describe.	Y	Yes via multiple cascading filters that provide multi-select capabilities related to another multi-select parameter	I, A
50.	Does the Solution have a maximum number of allowed parameters (selection criteria) per report? If yes, please specify the maximum.	N		
51.	Does the Solution allow developers to develop reports and ad hoc queries using SQL? If yes, describe.	Y	The Solution provides an SQL data layer that gives developers the ability to define and run a SQL query against a source ODBC, OLEDB database.	I
52.	Does the Solution allow developers to develop reports and ad hoc queries on database views and stored procedures? If yes, list the database platforms for which this is out-of-the-box functionality.	Y	MySQL, or any ODBC, OLEDB database	I
53.	Does the Solution notify a user if the way a metric is measured has been modified? If yes, describe.	Y	Via a process that lets you define a trigger and send an alert	I
54.	Does the Solution generate multi-page and multi-report dashboards?	Y		I
55.	Does the Solution automatically notify end users when report definitions are updated?	Y		I
56.	Does the Solution allow users to unsubscribe to an automatic report delivery? If yes, describe.	Y	Logi Solutions allow users to easily subscribe/unsubscribe to receive reports via e-mail by simply clicking an subscribe or unsubscribe button.	A, I
57.	Does the solution allow specific business area report "bursting" (i.e., sending the same report(s) to many users but with different data based on the users' business area)?	Y		I



58.	Does the Solution provide a way to migrate a report from development to production? If yes, describe.	Y	This is handled simply via x-copy deployment/file-move to the production system or via a synchronization utility that is wizard-based	I, A
59.	Does the Solution include a drag-and-drop feature for creating reports and ad-hoc queries?	Y		I
60.	Does the Solution allow users to graphically view and explore objects in a connected data source?	Y		I
61.	Does the Solution provide the capability to include IF-THEN-ELSE logic in ad hoc queries and reports?	Y		I, A
62.	Does the Solution include a query analyzer? If yes, describe.	Y	As provided in our Query Builder.	I
63.	Does the Solution indicate to a user that the query or report to be run is resource intensive prior to executing? If yes, indicate whether a user can cancel a query or report prior to or during execution.	Y	Indicates how many rows are generated beforehand, can cancel the query prior to execution.	I, A
64.	Does the Solution indicate to a user that the query or report to be run is long running prior to executing? If yes, indicate whether a user can cancel a query or report prior to or during execution.	Y	Indicates how many rows are generated beforehand, can cancel the query prior to execution.	I
65.	Does your Solution provide capabilities for a public/Internet user to create and run reports on Commonwealth data that can be shared publicly? If yes, describe and list any restrictions.	Y	Any user can create and access Logi reports to which they have access rights (configured by administrators) in any standard Web browser	I, A

B. Analysis

#	Requirements	A	B	C
66.	Does your proposal include a description (not	Y	REF: Volume I – Technical,	I, O



	exceeding one page) of your Solution’s approach to ‘analysis’ – that is, charting/graphing, OLAP (OnLine Analytical Processing), forecasting/predictive modeling, data mining and scorecards? If yes, identify.		Section 3: Appendices, page 15	
67.	Does the Solution provide the user a step-by-step wizard for creating OLAP cubes? If yes, describe.	N	An interactive, Web-based cube viewer is available to conveniently analyze and explore multidimensional data	N/A
68.	Does the Solution include capabilities to explore data in disparate systems to help uncover relationships and discrepancies between and within data sets?	Y		I
69.	Does the Solution enable users to design and modify analysis cubes without IT support? If yes, quantify the level of user effort / training to accomplish these designs / modifications	N	All modifications take place in the Web browser, not to the underlying cube	I,O
70.	Does the Solution provide different analysis types/techniques? If yes, list and describe.	Y	<p>A variety of analysis tools are available for users to further explore both their relational and multi-dimensional data.</p> <ul style="list-style-type: none"> - A Web-based cube viewer (Logi OLAP), which lets users analyze and pivot results by various dimensions, measures and filters - Interactive heat maps, which compare three or more dimensions of data visually to help users identify trends or anomalies at-a-glance; - Interactive Analysis Grid, which offers a dynamic data table for users to group rows, filter data, create charts, add 	I, O, A



			calculations, pivot results and much more	
71.	Does the Solution provide the following types of graphs and charts?			
	a) Bar charts	Y		I, A
	b) Stacked bar	Y		I, A
	c) Column	Y		I, A
	d) Stacked column	Y		I, A
	e) Line charts	Y		I, A
	f) Area	Y		I, A
	g) Numeric or date/time s-axis	Y		I
	h) Pie/doughnut	Y		I, A
	i) Scatter plots	Y		I, A
	j) Bubble	Y		I
	k) Gauge	Y		I
	l) Gantt	Y		I
	m) Multiple 2D and 3D charts	Y		I, A
	n) Histograms	Y		I
	o) Time tables	Y		I
	p) Scatter plots	Y		I
	q) Thermometer	Y		I
	r) Mapping	Y		I
	s) Dot density	Y		I
	t) Control Limits	Y		I
	u) Other - If yes, identify.	Y	Polar, Radar, Heat map, Text Cloud, Pyramid, Funnel	I
72.	Do the Solution's graphs and charts include the following features?			
	a) Color coding (if yes, indicate the extent that color and fill patterns can be changed by a user)	Y		I



	b) Changes graphical views in real time	Y		I, A
	c) Zooming	Y		I
	d) Interactive chart	Y		I
	e) Chart legend and description (if yes, indicate the user's ability to modify axis description and data set/subset descriptions)	Y		I
	f) Other - If yes, identify.			
73.	Does the Solution provide capabilities to build complex queries in a collaborative environment? If yes, describe.	Y	Reusable, shared ad hoc reports, report definition sharing and re-use via XML standards	I, A
74.	Does the Solution generate multi-page and multi-report scorecards?	Y		I, A
75.	Does the Solution allow end users to create individualized scorecards?	Y		I, A
76.	Does the Solution provide the user a step-by-step wizard to create scorecards? If yes, provide representative screenshots of this type of wizard.	Y	REF: Volume I – Technical, Section 3: Appendices, pages 44-56	I, A
77.	Does the Solution include search/find capabilities of data values within data cubes?	Y		I
78.	Does the Solution include mapping capabilities to view and analyze data with a geographical or spatial component in the context of a physical location? If yes, describe all third-party software (if any) required, but not included in your Solution, to implement such capabilities.	Y	Logi provides animated maps to present geographic and regional data using colors or shading. It also easily integrates with ESRI and Google Maps to overlay interactive reports on top of maps with multi-level drill-down capabilities	I
79.	Does the Solution provide forecasting capabilities? If yes, describe.	Y	Trend lines, charts, slopes, various statistical and mathematical functions. Can vary input parameters to provide forecasting.	I
80.	Does the Solution support offline data	Y	Data may easily be exported	I



	analysis? If yes, describe.		as Excel, CSV, or XML files. Data may also be passed through to ESRI and Google Maps for spatial analysis.	
81.	Does the Solution require an installation of a client component on a user’s desktop to perform advanced analytics? If yes, describe the client component and the types of advanced analytics.	N		
82.	Does the Solution publish to the Internet? If yes, describe the publication process.	Y	<p>Logi solutions are designed from the ground up to be Web-based.</p> <p>Logi solutions separate the report development, data access, and presentation processes:</p> <p>They deliver database content in a presentable and accessible manner as web pages. They use Internet technologies and browser software to distribute rich, interactive, and effective reports and applications. Logi reporting tools bring several Internet technologies together, allowing developers to quickly deliver results in meaningful and efficient ways. The Logi framework consists of:</p> <ul style="list-style-type: none"> - An integrated development environment (Logi Studio) - An XML-based modeling language, coded in Report Definition files - A runtime server (the Logi Report Server) 	I, A



			<p>Applications and reports are developed using Report Definition files, coded in the Logi modeling language and stored as XML data. While it is possible to write definitions with any text editor, Logi Studio provides an integrated development environment with lots of tools and helpful wizards that reduce development time.</p> <p>The Logi Report Server parses these XML-based report definitions at runtime and accesses data sources as required.</p> <p>The retrieved data and presentation details are formatted based on the definitions and output as HTML, which is then served to your browser for viewing.</p> <p>This arrangement allows the Logi Report Server to operate as a stand-alone entity that's completely independent of systems that call upon it for reports. Separate applications, regardless of their host OS, environment, or development language, that wish to embed Logi reports, for example, need only include a standard hyperlink to do so.</p>	
83.	Does the Solution aggregate transactional data into time series format?	Y		I
84.	Does the Solution use linear regression, logistic regression, and multinomial logistic	Y		I



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	regression?			
85.	Does the Solution create multi-variable regression predictive models?	Y		I
86.	Does the Solution import third-party predictive models? If yes, identify.	Y	Must be based in XML, OLEDB, or ODBC	I
87.	Does the Solution perform data sampling techniques? If yes, identify.	N		
88.	Does the Solution have the functionality to search throughout business intelligence (BI) content? If yes, describe.	Y	<p>The Logi Intelligence Server component of Logi Intelligence Server makes stored data searchable and gives you the tools to easily add free-text search capabilities to your organization’s reports. Enterprise search makes it easy for end users to find information most relevant to their needs in a dynamic, free-style, and casual way, just like they have come to expect in their browsers.</p> <p>Logi Intelligence Server administrators maintain control over data connections and security, easily defining the data tables that are searchable for users. Integrated with Logi Info and using the Logi Info Studio, report developers then can easily define how to display the results and further limit which data columns are searched and which get shown to the user. The search input can come from any user input type element, e.g., can be hard-coded (i.e., users select search terms from a</p>	IS, I



			drop down menu) or can allow free text input. The search input can also come from another report or Web application.	
89.	Does the Solution perform date and time-based calculations (e.g., trend, variance, and cumulative sum functions)? If yes, describe.	Y	We have time period column calculations that can be used in any statistical calculation/function within a report. Also allows for different language based on locale	I
90.	Does the Solution perform analytics from a governmental perspective for the following? (For any for which the answer is 'yes', provide a description of the capabilities.)			
	a) General Ledger analytics	F	To provide detailed analytics packages within 6 months.	I
	b) Accounts Payable analytics	F		I
	c) Financial Reporting analytics	F		I
	d) Human Resource analytics	F		I
	e) Constituent/Customer analytics	F		I
	f) Inventory analytics	F		I
	g) Procurement analytics	F		I
	h) Operations analytics	F		I
91.	Does the Solution allow users to drill through OLAP (OnLine Analytical Processing) data cubes from reports?	Y		I, O
92.	Does the Solution provide alternate drill paths to view the same data from different perspectives?	Y		I
93.	Does the Solution include the ability to roll-up/present hierarchical data in multiple ways? (e.g., account hierarchies)? If yes, describe.	Y	Hierarchy can be created on any data type value: txt, date, time periods, numeric, etc. Can also create groupings and group-level aggregations	I



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			against these hierarchies.	
94.	Does the Solution use “householding” techniques to identify members of the same household?	N	Unless these metrics are already stored in the source data	N/A
95.	Does the Solution join records of different formats for the same types of data (e.g., dates)?	Y		I
96.	Does the Solution have the ability to provide predetermined groups of related dimensions to be selected within a business area in the analytical reporting tool?	Y		I
97.	Does your Solution provide capabilities for a public/Internet user to perform analysis on Commonwealth data that can be shared publicly? If yes, describe and list any restrictions.	Y	Any user can access Logi reports to which they have access rights (configured by administrators) in any standard Web browser.	I, A

C. Integration and Development

#	Requirements	A	B	C
98.	Does your proposal include a description (not exceeding one page) of your Solution’s development capabilities and approach to integration with other technologies? If yes, identify.	Y	REF: Volume I – Technical, Section 2: Detailed Description of Proposed Solutions, page 3	I, A
99.	Does the Solution connect and/or support the following databases, data sources and files? (If yes, describe any version limitations and native driver availability.)			
	a) Oracle	Y		I, A
	b) Microsoft SQL Server	Y		I, A
	c) IBM DB2	Y		I, A
	d) MySQL	Y		I, A
	e) Sybase	Y		I, A



	f) Hyperion Essbase (multidimensional database management system)	Y		I, O
	g) IBM Informix	Y		I, A
	h) Paradox	Y		I
	i) dBase	Y		I
	j) Mainframe (ADABAS)	Y		I
	k) Mainframe (VSAM)	Y		I
	l) Mainframe (CODASYL)	Y		I
	m) Microsoft Access	Y		I
	n) Microsoft Excel	Y		I
	o) PostgreSQL (open source relational database)	Y		I
	p) NCR Teradata	Y		I
	q) Delimited ASCII files	Y		I
	r) Fixed format ASCII	Y		I
	s) XML	Y		I
	t) Non-relational data sources	Y		I
	u) Other – If yes, identify.	Y	Web Services/applications including RSS/ATOM, Salesforce.com, Google Spreadsheets, Amazon S3, CSV, .txt, native .NET data provider, and any ODBC, OLEDB, JDBC compliant database	I
100.	Does the Solution include all database connectors (identified in the previous question) out of the box? If not, for each listed above indicate whether they are purchased, installed and configured separately.	Y		I, A, E
101.	Does the Solution enable a developer to associate technical notes with the development of a report?	Y		I



102.	Does the Solution account for differences in the way individual databases process SQL (e.g., product-specific functions, outer join, conditions, etc.)? If yes, describe.	Y	Handled in data layers with syntax-specific SQL queries or dynamically build SQL statements based on connection	I, A
103.	Does the Solution enable a user to launch a report from within another application (e.g., an ERP solution)? If yes, describe and include details regarding any programming effort required.	Y	Embedded via a URL or using Web Service calls, HTTP requests or using Javascript to present a report as a widget. This allows any report to quickly and easily be embedded on any Web page or Web application simply through copy/paste of the Javascript.	I, A, E
104.	Does the Solution require a specific manufacturer’s database/repository to manage the following? (If yes, indicate whether the database/repository requires a separate license.)			
	a) Data	N		
	b) Metadata	N		
	c) Rules	N		
	d) Statistics	N		
	e) Documentation	N		
	f) Reports	N		
	g) Analytics	N		
	h) Other – If yes, identify.	N		
105.	Does the Solution include an Application Programming Interface (API) for custom development?	Y	Widgets, plug-ins, metadata, DOM API since we are built in XML	I, A
106.	Does the Solution support third party tool(s) to build user interfaces? If yes, please describe.	Y	Can use any text-based editor program	I
107.	Does the Solution allow analytics access from Microsoft Office applications?	Y		I



108.	Does the Solution allow users to run a report directly from their Microsoft Excel, Power Point, and Word applications?	Y	Excel, Word: Yes Powerpoint: F	I
109.	Does the Solution allow users to access reports via Microsoft Outlook?	Y		I
110.	Does the Solution allow users to run reports directly into Microsoft Pivot Tables, Microsoft Pivot Charts, and Microsoft Office Charts?	Y		I
111.	Does the Solution allow users to refresh reports in a Microsoft Office document? If yes, describe how this is accomplished.	Y	Logi reporting tools provide Template definitions for Word and Excel, which are "blueprints" indicating how data is mapped into the appropriate regions in a report. Excel and Word are used to create the actual report layout and the report is dynamically updated based on the data contained in the worksheet or document.	I
112.	Does the Solution allow users to include reports from different projects/sources in the same Microsoft Office document?	Y		I
113.	Does the Solution enable Microsoft Office document refresh with up-to-date data automatically on opening?	Y		I
114.	Does the Solution support Microsoft Office offline analysis?	Y		I
115.	Does the Solution integrate with third-party applications? If yes, identify and indicate level of integration effort.	Y	The simplest integration of report output is for an application to include URL links to a Logi report. This can be done from a browser-based or a desktop application and can look quite seamless. Variables can be passed as query string parameters in order to	I, A, E



			<p>achieve runtime flexibility and report output is viewed within a web browser.</p> <p>In an ASP.NET application, for example, this would be done using simple redirection.</p> <p>If developers want to embed Logi application output in their desktop applications rather than using an external browser for report display, this can be easily accomplished.</p> <p>Their desktop application just needs the ability to make an HTTP request and to render the HTTP response. A lot of development environments include components or objects that can do this; for example Microsoft Visual Studio includes a Web Browser component. In this case, the formal interaction with Logi products is again a simple call rather than code integration.</p>	
116.	Does the Solution integrate with statistical software? If yes, identify and indicate level of integration effort.	Y	Please see the response in the preceding Question #115	I, A, E
117.	Does the Solution integrate with existing ERP systems? If yes, identify the systems and indicate the level of integration effort required.	Y	Please see the response in the preceding Question #115	I, A, E
118.	Does the Solution include testing and debugging tools? If yes, describe.	Y	Built-in runtime debugger, custom error handling and	I, A, E



			logging at development and runtime	
119.	Does the Solution integrate with third-party system management systems/tools?	Y		I
120.	Does the Solution contain any open source code?	N		N/A
121.	Does the Solution enable simultaneous access to heterogeneous databases?	Y		I, E
122.	Does the Solution support combining data from multiple data sources?	Y		I, E
123.	Does the Solution access its data sources without requiring a continuous connection?	Y		I, E

D. Metadata

#	Requirements	A	B	C
124.	Does your proposal include a description (not exceeding one page) of your Solution's approach to metadata management and the capabilities that distinguish it from other suppliers' offerings? If yes, identify.	Y	REF: Volume I – Technical, Section 2: Detailed Description of Proposed Solutions, page 57	
125.	Does the Solution's metadata exchange architecture support automatic synchronization of metadata with other metadata applications?	Y	Synchronization of metadata objects is defined by the administrator, and sync packages may be managed both through a manual process as well as scheduled, automatic processes	A, I
126.	Does the Solution include utilities that import legacy/existing metadata?	Y	As long as the metadata source comes from SQL database, XML or other standard data sources	A, I
127.	Does the Solution allow users to graphically view and explore the metadata management layer?	Y	Stores metadata in XML format and renders the information graphically in both Web-based and desktop views	A, I



128.	Does the Solution allow metadata sharing with third party applications?	Y	Via SOAP / Web Service API	A, I
129.	Does the Solution store its metadata in an Open Information Model (OIM)?	Y	The solution is 100% XML-based	A, I, IS
130.	Is the Solution's metadata exchange API (Application Program Interface) compliant with the following standards:			
	a) COM (Component Object Model)	Y		I
	b) UML (Unified Modeling Language)	F	This would be developed upon request	I
	c) XML (eXtensible Markup Language)	Y		I, A
	d) Other - identify	Y	Via .NET API, VB.NET, .NET plug-ins, C#, DOM, SQL	I, A
131.	Does the Solution automatically generate centralized metadata?	Y		A
132.	Does the Solution create DDL for tables and views?	Y	All the information is stored and processed in XML format. As part of the process the software created DDL for tables and views.	A, E
133.	Does the Solution generate or provide a metadata dictionary?	Y	As part of the XML definition files	I, E
134.	Does the Solution provide mapping/integration between metadata directory and design tools?	Y		A, I
135.	Does the Solution display metadata in both technical and business views?	Y		A
136.	Does the Solution incorporate an open database structure which permits users and/or third-parties to write applications that interface directly with the Solution's metadata database?	Y	Stores the metadata within standard XML files as well as open database structure.	A, I
137.	Does the Solution create and publish a diagram that reflects the entities and their relationships contained within the semantic	F	All graphical interfaces are part of the elemental-driven design studio. Additional	A, I



	layer? If yes, describe.		graphical representations will be available in a future release of the software in approximately four-six months.	
138.	Does the Solution contain traceability features to determine the origin of attributes, columns, and multiple sources of data items?	Y	Traceability can be provided by adding notes and can also be inferred from the metadata definitions, and relationships, views and virtual views created within the environment by the administrator. It will be automatic in the next version of the software.	A, I
139.	Does the Solution include monitoring functionality to ensure data mappings remain valid?	Y	The utility uses color coding to show changes and mismatches between data structure and metadata	A, I
140.	Does the solution allow end user subject matter experts to enter, maintain, and own the metadata?	Y	Via a Web-based user interface	A
141.	Does the Solution allow a user to create user-definable business rules and definitions to automatically monitor data standards?	Y		A

E. Extract, Transform and Load (ETL)

#	Requirements	A	B	C
142.	Does your proposal include a description (not exceeding one page) of your Solution's <u>built-in</u> capabilities to perform ETL? If yes, identify.	Y	REF: Volume I – Technical, Section 3: Appendices, page 58	N/A
143.	Does the Solution load only changed records into the data source during data capture?	N	You can set the ETL job to capture whichever records from source you want to load.	N/A



144.	Does the Solution's ETL capability support multiple relational database platforms as targets? If yes, identify supported databases.	Y	OLEDB, ODBC, Native .net data provider. Web-oriented data sources: SOAP/REST Web services, XML files, flat files (CSV, Excel), Google Applications, Amazon S3, Salesforce.com and more. Sampling of supported databases: SQL Server, Oracle, DB2, MySQL, Informix, PostgreSQL, Access	E
145.	Does the Solution include manual ETL processing?	Y	ETL process can be manually instantiated	E
146.	Does the Solution include scheduled ETL processing?	Y	Wide variety of scheduling tasks are supported (daily, weekly, monthly, multiple)	E
147.	Does the Solution include insert-only ETL process capability?	Y		E
148.	Does the Solution automatically create primary keys (based on table definitions)?	Y		E
149.	Does the Solution provide real time data loading (ETL)?	Y	ETL Job can be launched in real-time.	E
150.	Does the Solution enforce consistent standards for data as it comes into systems, applying the same rules and processes across the enterprise?	Y		E
151.	Does the Solution produce audit and operational reports for each data load?	Y		E
152.	Does the Solution support the kickoff of ETL sessions based on a scheduled time?	Y		E
153.	Does the Solution include tools to move/copy data from multiple data sources to a target aggregated-data repository?	Y		E
154.	Does the Solution provide transactional integrity while performing ETL routines?	Y		E
155.	Does the Solution support the kickoff of ETL	Y		E



	sessions based on the occurrence of a specific event?			
156.	Does the Solution keep records of changes to identify data comparison over time?	Y	Time Machine element capabilities	E, IS
157.	Does the Solution automatically capture 'slowly changing dimensions'?	N	Time Machine allows for setting this value directly, not automatically captured, since there may be cases where you want to only recognize the original value or changed values	N/A
158.	Does the Solution import complete data models from external data modeling tools? If yes, identify.	N	Import can be a complete data model from any valid Logi ETL data source (RDBS, XML, Web service, etc) but no specific modeling tools.	N/A
159.	Does the Solution use various data cleansing options to remove or replace invalid data and automatically fill in missing values? If yes, describe.	Y	Logi Data engine processing with custom formulas and calculations. Transform element and conditional statements	E
160.	Does the Solution perform conditional and mathematic data transformations?	Y	Custom calculations, scripting, and conditional loops	E
161.	Does the Solution identify:			
	a) incorrect data formats	Y		E
	b) duplicates	Y		E
	c) misspellings	Y		E
	d) redundant values	Y		E
	e) missing values	Y		E
162.	Does the Solution perform restore/rollback if an error occurs when an ETL routine executes?	F	Transaction Rollback will be introduced in a future update. Currently this can be accomplished through a manual try/catch handling	E



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			process	
163.	Does the Solution capture and supply incremental changes from target data sources automatically?	Y	Incremental Append element for data layer loads	E, IS
164.	Does the Solution provide start-date/end-date functionality for incremental loads?	N	The incremental load logic is based on a primary key or unique identifier value. Start/end date would not provide a valid basis from true incremental load of the data	N/A
165.	Does the Solution leverage supplier-specific performance optimizations?	Y		E
166.	Does the Solution have the ability to manage a single ETL task that consists of jobs running on multiple servers?	Y	LogiETL can be distributed to a multi-server environment.	E
167.	Does the Solution include a tracing/logging option for the ETL solution that will assist in debugging?	Y	Full debug logs are available	E
168.	Does the Solution provide aggregation outside of the database?	Y	DataLayer aggregations are part of the Logi data processing engine	E
169.	Does the Solution provide sorting outside of the database?	Y	DataLayer sort is part of the Logi data processing engine	E
170.	Does the Solution provide capabilities to handle rejected records? If yes, describe.	F	We will support this capability in the future, for automatic management of rejected records	E

F. Architecture, Security and System Requirements

#	Requirements	A	B	C
171.	Is your Solution’s approach to architecture and security based on a specific set of principles? If yes, describe. Limit this response to one page.	Y	We allow a very robust security architecture which can bring authentication and authorization credentials from any source system to	I, A



			create seamless integration within an existing application architecture.	
172.	Does the Solution's OLAP repository have the ability to perform <i>asynchronous</i> refreshes based on changes in the underlying warehouse?	N	We do not have a true OLAP repository. Logi Intelligence Server (Logi's Data Mart) provides the option to refresh and update data based on changes in the underlying warehouse	IS, E
173.	Does the Solution's OLAP repository have the ability to perform <i>synchronous</i> refreshes based on changes in the underlying warehouse?	N	Same as above. Refresh of data happens with Logi Intelligence server.	IS, E
174.	Does your Solution adhere to the Commonwealth Enterprise Technical Architecture Standard (ETA 225-01) as defined at http://www.vita.virginia.gov/uploadedFiles/Library/ETASstandard225-00.pdf ? If not, describe all points of non-compliance.	Y		I, A
175.	Does the Solution cache frequently run reports to ensure speed of execution and reduced database resource usage?	Y	Reports are cached on a per session basis. This is performed with all Logi software.	I, A
176.	Does your Solution comply with the standards provided in Commonwealth of Virginia (CoVa) Information Technology Security Standard SEC 501-01 (Information Technology Security Standard SEC 501-01) and Information Security Guideline SEC 507-00 (Information Technology Data Protection Guideline SEC 507-00) as defined at (URL http://www.vita.virginia.gov/library/default.aspx?id=537)? If not, describe all points of non-compliance.	Y		I, A
177.	Does the Solution provide capabilities to control the gathering of drill down data before displaying the report? If yes, describe.	Y	We support 2 types of drill-down report logic, instant load of data and on-demand load of data. Instant load	I



			allows all parent and child records to be loaded into the report layer at runtime. On-demand logic allows parent data to be loaded first, then only load child-record drill down data when requested. This is managed by a single element attribute.	
178.	Does the Solution support automatic invalidation of old OLAP data cubes?	Y		I, O
179.	Does the Solution use a data compression technique to improve data transfer times?	N	Data is streamed into the application to provide the best response time for the user	N/A
180.	Does the Solution include a capability to manage large volume and resource-intensive queries? If yes, describe.	Y	The engine is capable of off-loading any large queries/datasets and utilizes the filesystem instead of storing them in memory.	I
181.	Does the Solution protect a directly connected operational database from performance degradation? If yes, describe how the operational database impact is minimized and the BI solution’s performance is maximized.	Y	Utilizing the Logi Intelligence server, you can offload operational data to a specifically designed reporting data server (Logi IS) that will allow for customized data sets to generate your runtime reporting output. This allows for improved report performance and less load on the operational data store.	I, E, IS
182.	Does the proposal include recommendations for a specific architecture for the following hypothetical implementations: (If yes, provide an architecture diagram including supporting hardware and OS/other software necessary to support architecture for each of the following and the reason that this architecture is recommended.)			



	a) Scenario 1: 150 concurrent users on an intranet and 225 concurrent users over the Internet	N		I, A
	b) Scenario 2: 275 concurrent users on an intranet and 250 concurrent users over the Internet	N		I, A
	c) Scenario 3: 400 concurrent users on an intranet and 600 concurrent users over the Internet	N		I, A
	d) Scenario 4: 1200 concurrent users on an intranet and 1900 concurrent users over the Internet	N		I, A
183.	Does the Solution require a specific firewall configuration? If yes, describe and include any extranet considerations.	Y	Firewall needs to allow HTTP requests to the hosting server	I, A
184.	Does the Solution allow horizontal scaling to thousands of concurrent users and new hosting centers if necessary? If yes, describe.	Y	This can be performed through the creation of a Web Farm environment.	I, A
185.	Does the Solution include a scalable platform for storing and analyzing multi/terabyte data sets? If yes, describe.	Y	The application can transfer data between memory and the filesystem based on size of data.	I, A, E
186.	Does the Solution provide automatic and manual control of caching to balance quick response with scalability?	N	Caching is manually controlled. All caching can be managed directly by the web server or client web browser.	I, A
187.	Does the Solution's caching architecture allow sharing of caches in a multi-user/multi-session environment?	N	This would likely be considered a security vulnerability and would potentially provide secure data to non-secure personnel	N/A
188.	Does the Solution's caching architecture allow users with different security settings to use the same cache?	N	Cache is stored in a per-session basis and cannot be shared between users	I, A
189.	Does the Solution's architecture provide for automatic cache creation, refresh and expiration?	Y	Cache controls are implemented automatically without any required configuration by the	I, A



			Administrators or Users	
190.	Does the Solution support 64-bit Operating Systems?	Y	The product can currently be run on 64 bit Operating Systems in 32-bit mode	I, A
191.	Does the Solution have the ability to run in a TRUE 64-bit mode?	F	This enhancement is currently in development and planned for an upcoming release.	I
192.	Does the Solution support server clusters and load balancing for scalability and failover?	Y	Use of additional software (such as Microsoft Load Balancing) can be used to achieve this.	I, A
193.	Does the Solution support parallel processing?	Y		
194.	Does the Solution support automatic user re-routing should the active server fail?	F	Automatic failover is going to be implemented for connecting to the data source	I
195.	Does the Solution include service oriented architecture functionality? If yes, identify.	Y	Web services can be utilized as a data source. Connections are implemented through the use of VBScript	I, E
196.	Does the Solution support web service standards (e.g., SOAP, WSDL, UDDI)?	Y	Also have full support for REST Web services	I, E
197.	Does the Solution support Java-based services with callable Enterprise Java Beans (EJB)?	Y	Managed Reporting Java Version	I
198.	Is the Solution compatible with the following?			
	a) IBM WebSphere	Y	Managed Reporting Java Version	I
	b) BEA WebLogic	Y	Managed Reporting Java Version	I
	c) Microsoft Internet Information Server	Y	All .Net versions of the products	I, A, E, O
	d) Java EE	Y	Managed Reporting Java Version	IJ



	e) Other – If yes, identify.			
199.	Does the Solution support the use of web services as a data source? If yes, describe and include whether drill down capabilities are provided.	Y	DataLayer.WebServices has all the same functionalities as any DataLayer element within the system. So all reporting elements, including drill-down and group level elements are supported.	I, E
200.	Does the Solution provide password protection of e-mail attached files? If yes, describe password protection process and identify which file types can be password protected.	Y	Supported via procedure.plugin element methodology	I, E
201.	Does the Solution support the following security measures?			
	a) Database-level security	Y		I, A
	b) Group-level security	Y		I, A
	c) Role-based security	Y		I, A
	d) Multilevel access passwords	Y		I, A
	e) User authentication and individual IDs	Y		I, A
	f) Digital signatures	Y		I
	g) Encrypting and decrypting of messages	Y		I
	h) Database access control at multiple levels	Y		I, A
	i) Database access control for various functions	Y		I, A
	j) Control create, read, update and delete permissions for all data elements	Y		I
	k) Data view access	Y		I, A
	l) Integration with LDAP authentication, both for users and groups	Y		I, A
	m) User layer security	Y		I, A
	n) Transmission layer security	Y		I



	o) Application layer security	Y		I, A
	p) Data layer security	Y		I
	q) Row level database security	Y		I, A
	r) Active directory	Y		I, A
	s) Other - If yes, identify.	N		
202.	Does the Solution support geographical mapping of data gathered from external web services?	Y	Can be performed using the Google maps controls provided within the tools.	I
203.	Does the Solution's web product protect user id and password information from transmission in clear-text?	Y		I, A
204.	Does the Solution encrypt passwords sent over a network?	Y	Via plugin methodology	I, A
205.	Does the Solution support public key encryption?	Y	Via plugin methodology	I, A
206.	Does the Solution support secure Internet protocols? If yes, identify the supported protocols.	Y	SSL and 128bit SSL	I, A
207.	Does the Solution provide capabilities for managing sensitive data (e.g., SSN's or salary information)? If yes, describe.	Y	Controls can be created by the development team to manage sensitive data according to your needs.	I
208.	Does the Solution support user roles, so reports can be published/restricted to certain groups of users?	Y		I, A
209.	Does the Solution implement end-user authentication/authorization? If yes, describe the various implementations the Solution provides including any database authentication.	Y		I, A
210.	Does the Solution require any "Admin" type users to be created in a database? If yes, please describe privileges granted to this type of user.	N		
211.	Does the Solution require any additional client software besides a standards-based web	N	For all standard report functionality the client will	



	browser? Describe benefits your approach provides.		only require a standards-based web browser. A minimal number of advanced report visualization features utilize Java applets and Flash	
212.	Does the Solution provide full client capability without local administrative rights/privileges enabled?	Y	The security structure for clients is completely customizable based on requirements.	I, A
213.	Does the Solution require Java applets, ActiveX controls like the XML HTTP object, or any other plug-ins? If yes, describe.	Y	Advanced features: Heatmap and IDV require Java, Animated Charts and Gauges require Flash Player.	I, A
214.	Does the Solution require the use of cookies on the client browser?	N	The products can be used in a cookie-less state.	N/A
215.	Does the Solution require any specific browser settings? If yes, describe.	N		N/A
216.	Does the Solution support the following browsers and Java web clients? (For the supported web clients, indicate versions supported.			
	a) Internet Explorer	Y		I, A, E
	b) Netscape	Y		I, A, E
	c) Mozilla	Y		I, A, E
	d) Firefox	Y		I, A, E
	e) Safari	Y		I, A, E
	f) Opera	Y		I, A, E
	g) Microsoft Java	Y		I
	h) Macintosh Java	Y		I
	i) Linux Java	Y		I
	j) Other – If yes, identify.	N		
217.	Does the Solution support the following operating systems?			
	a) Palm Operating System (OS)	Y	Client Side	I



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	b) Microsoft	Y	Development and Client Side	I
	c) Macintosh	Y	Client Side	I
	d) Linux	Y	Client Side and Java Version for Server	I
	e) Citrix	Y		I
	f) Other (including handheld) – If yes, identify.	Y	Windows Mobile 5 and 6, Apple iPhone, Blackberry OS	I
218.	Can the Solution be installed on the following server platforms?			
	a) Windows	Y	Java or the .NET versions	I
	b) Unix	Y	Java version only	I
	c) Linux	Y	Java version only	I
	d) AS/400	N		N/A
	e) OS/380, z/OS	N		N/A
	f) Mainframe based virtual machines	N		N/A
	g) Other – If yes, identify.	N		N/A
219.	Does your proposal include a description (not exceeding one page) of your Solution's approach to optimizing performance (e.g., response times) in various environments, and the performance characteristics that distinguish it from other suppliers' offerings? If yes, identify.	Y	REF: Volume I – Technical, Section 3: Appendices, page 59	
220.	Does your proposal include any internal and/or independent third-party test results or performance reports that may be available for comparing your Solution's performance to that of other suppliers' software? If yes, identify.	Y	We can publish the test results in DevNET posting #2013 (third-party test results that compares us to Crystal reports/BO)	
221.	Does your Solution adhere to the Commonwealth of Virginia Information Technology Accessibility Standard (GOV103-00) as defined at	Y		I, A



	http://www.vita.virginia.gov/uploadedFiles/Library/AccessibilityStandard_GOV103-00_Eff_11-04-05.pdf ? If not, describe all points of non-compliance.			
222.	Does the Solution provide notification to designated users when a security event is detected?	Y	Developers can implement processes that will notify necessary personnel of a security incident. (ie. Failed login attempts)	I, A
223.	Does the Solution provide the capability to query the audit logs for the following information?			
	a) type of access	Y		I, A
	b) date and time stamp of access	Y		I, A
	c) user ID	Y		I, A
	d) terminal ID	N	The terminal identification is not stored in the audit logs.	N/A
224.	Does the Solution enforce password standards in accordance with VITA password standards? http://www.vita.virginia.gov/library/default.aspx?id=537 , HTTP://WWW.VITA.VIRGINIA.GOV/UPLOADEDFILES/LIBRARY/PSGS/ITRMSEC501-01ITSECSTD.PDF	Y		I, A
225.	Does the Solution display a security notice or information banner at the start of the logon or initiation process?	Y	The logon page is customizable and can include a security notice specific to the needs of VITA	I, A
226.	Does the Solution provide capabilities to secure data that is in a location other than the data source (e.g., in a file on a client workstation or network folder)? If yes, describe.	Y	We can secure data on the files system or network folder via process files in Logi Info	I, A

G. Administration

#	Requirements	A	B
227.	Is your Solution’s approach to administration	Y	Logi Solutions adhere to a purely



	<p>based on a specific set of principles? If yes, describe. Limit this response to one page.</p>		<p>Web-based philosophy and approach to deployment and use.</p> <p>Based on the latest open industry standards like XML, HTML, and .NET, LogiXML reporting solutions are easily configurable and deployable. No extensive time or configuration is required to setup or upgrade, our reporting solutions can be fully deployed and upgraded in a matter of minutes.</p> <p>Because LogiXML is a Web-based application, it also does not have to be downloaded, installed and configured. You get seamless distribution and updates with Web-based applications. Your applications stay current since you can add and deploy enhancements as needed on the Web Server and not on individual clients. Individual users do not have to remember to upgrade or be interrupted or prompted to download and install updates.</p> <p>Just as the Web is available to unlimited users, LogiXML’s licensing strategy is for unlimited users. We license our products per processor on your production Web servers. This model is much easier to manage from an IT perspective and you don’t have to keep track of how many user licenses you need to add or how many you’ve paid for but aren’t currently using.</p>
228.	<p>Does the Solution allow for the administrative control of ownership, maintenance and viewing of reports?</p>	Y	



229.	Does the Solution transfer ownership of a report to another user when the owner's account is disabled/terminated?	Y	
230.	Does the Solution allow an administrator to limit the volume of data a user can request? If yes, describe and include any limitations (e.g., overall size of data returned or record counts).	Y	Based on record count to determine how much data a dimensional filter can return or how much data a report can return
231.	Does the Solution provide statistics about report usage? If yes, describe.	Y	All Logi Solutions provide detailed usage and event logs
232.	Does the Solution provide statistics about ad-hoc usage? If yes, describe.	Y	All Logi Solutions provide detailed usage and event logs
233.	Does the Solution publish to a portal? If yes, describe the publication process.	Y	This is handled simply via x-copy deployment/file-move to the production system
234.	Does the Solution provide a single catalog of reports across all data sources?	Y	We can also provide multiple catalogs across multiple data sources
235.	Does the Solution provide the capability to identify all the reports where a particular data field is used? If yes, describe.	Y	Handled automatically for security purposes to determine which columns are available to which users
236.	Does the Solution provide tools and documentation to assist in performance tuning? If yes, identify.	Y	Custom activity logs that can record user and report activities, query activities, context-sensitive documentation is provided. You can also create reports from these logs.
237.	Does the Solution provide specialized tools for automated system maintenance? If yes, identify.	Y	We provide an Upgrade Manager utility for maintaining the environment.
238.	Does the Solution support secure remote administration?	Y	
239.	Does the Solution include web-based administration tools?	Y	
240.	Does the Solution provide wizards within the administration services console? If yes, please describe.	Y	



241.	Does the Solution allow users to modify their personal settings? If yes, describe.	Y	
242.	Does the Solution include system restart, recovery and backup procedures?	Y	
243.	Does the Solution monitor and alert resources of significant events and component conditions? If yes, describe the process and all communication methods.	Y	
244.	Does the Solution allow the administrator to specify the maximum number of connections to the database(s)?	Y	
245.	Does the Solution include monitoring functionality to ensure data mappings remain valid?	Y	
246.	Does the Solution provide a tool/method that enables the ability to monitor data quality? If yes, describe.	Y	Via the Logi ETL tool
247.	Does the Solution include event logging?	Y	
248.	Does the Solution include OLAP cube monitoring capabilities?	N	
249.	Does the Solution allow administrators to monitor status of all servers in a cluster?	Y	
250.	Does the Solution integrate with LDAP and Active Directory to support Enterprise Single-Sign On? If yes, describe.	Y	
251.	Does the Solution include configurable caching that can be turned on or off?	Y	
252.	Does the Solution allow administrators to view a list of caches and show the cache hit rate?	Y	
253.	Does the Solution allow caches to be refreshed by an external event -- such as a low CPU usage or data loads -- to achieve optimal hardware usage?	Y	
254.	Does the Solution identify the slowest reports as candidates for caching?	Y	



255.	Does the Solution allow administrators to control the maximum size and usage of RAM and disk space for different types of caches?	Y	
256.	Does the Solution provide the ability to track, analyze, and report user activity?	Y	
257.	Does the Solution provide the ability to suspend a user's access rights if a user fails to properly log-in?	Y	
258.	Does the Solution support the administrator configuring the number of failed log-in attempts which results in suspension of a user's access?	Y	
259.	Does the Solution allow an administrator to cancel a query or report? If yes, indicate whether the user requesting query/report is notified of the cancellation.	Y	

H. Support and Maintenance

#	Requirements	A	B
260.	Does your proposal include a description (not exceeding one page) of your company's approach to providing support and maintenance for the proposed Solution? If yes, identify.	Y	REF: Volume I – Technical, Section 1: Executive Summary, page 1
261.	Does your proposal include a 2-4 year technology road map for the BI product line? If yes, describe the long-term release strategy to the extent known at this time. What known upgrades and future functionality are planned?	Y	REF: Release schedule is as follows: Three per year: End of January - X.0 End of May – X.1 End of September - X.2
262.	Does the Solution include any software that is not planned for continued development? If so, please describe.	N	
263.	Does the Solution provide 24x7 application support services? Describe the level(s) of	Y	Custom support packages are



	application support services.		available
264.	Does the Solution include various levels of on-site support?	Y	
265.	Does the Solution include various levels of local business-day telephone support?	Y	
266.	Does the Solution include on-line application support?	Y	
267.	Does the Solution include remote diagnostic services?	Y	
268.	Does the Solution provide various levels of minimum application fix response time? If yes, describe.	Y	Via SLAs for 4 hours, 1 business day or 2 business days
269.	Does the Solution provide an average application fix resolution time? If yes, describe.	Y	Average turnaround time is 16 hours. Average first response is 2 hours, Average time to close internally is 5.44 hours

I. Training and Documentation

#	Requirements	A	B
270.	Does the Solution include a description of your approach to training (including installation, configuration, development, and end user use)? If yes, describe (limit to one page).	Y	REF: Volume I – Technical, Section 2: Detailed Description of Proposed Solutions, page 4
271.	Does the Solution include a catalog of training options? If yes, identify.	Y	LogiXML offers a broad range of courses led by a team of experienced trainers. Training is available for all levels of users, covering a wide range of topics from setup and administration to report development and optimization. Both formal and tailored training options are available. We provide: On-site, classroom and Web options Courses for report developers



			<p>Courses for end users</p> <p>Easy Web enrollment</p> <p>Certified developer program</p>
272.	Does the Solution provide online technical documentation? If yes, please describe.	Y	<p>Integrated Online Help</p> <p>Installation, Administration and Setup Documentation</p> <p>Online Report Design/Creation Documentation</p> <p>Integration Documentation</p> <p>Searchable Knowledge Base</p> <p>Online Developer Reference Documentation</p>
273.	Does the Solution provide online end-user documentation? If yes, please describe.	Y	<p>Online Report Design/Creation User Guides</p> <p>Searchable Knowledge Base</p>
274.	Does the Solution provide online context-sensitive help? If yes, please describe.	Y	<p>Integrated Online Help</p>
275.	Are there certification programs for the Solution? If yes, please identify.	Y	<p>LogiXML offers certification for each reporting development product. Getting certified represents a professional level of expertise in developing reporting applications with a particular LogiXML product. A certified developer should thoroughly understand the LogiXML reporting application, the Logi Studio development environment, and supporting technologies. When developers become certified, they receive a certificate with a special certificate ID number and certified developer PIN, which gives access to special certified developer features. Certified developers will receive special recognition and free exposure in our certified developer director as well as on our user forums. And,</p>



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			certified developers will have access to exclusive ‘sneak preview’ product sessions, among other valuable benefits.
276.	Does the Solution support certified third-party training?	N	
277.	Does the Solution’s use of OLAP cubes require additional training for IT staff or end users?	N	

J. Resources

#	Requirements	A	B
278.	Does your Solution include an hourly rate (provided only in your response to RFP Section 7 “Pricing Information”) to provide the services of a Business Intelligence Project Manager with all of the corresponding qualifications described in Attachment 1 to this Appendix on an ad-hoc basis?	Y	
279.	Does your Solution include an hourly rate (provided only in your response to RFP Section 7 “Pricing Information”) to provide the services of a Business Intelligence Architect with all of the corresponding qualifications described in Attachment 1 to this Appendix on an ad-hoc basis?	Y	
280.	Does your Solution include an hourly rate (provided only in your response to RFP Section 7 “Pricing Information”) to provide the services of a Business Intelligence Developer with all of the corresponding qualifications described in Attachment 1 to this Appendix on an ad-hoc basis?	Y	
281.	Does your Solution include an hourly rate (provided only in your response to RFP Section 7 “Pricing Information”) to provide	Y	



	the services of a Business Intelligence Administrator with all of the corresponding qualifications described in Attachment 1 to this Appendix on an ad-hoc basis?		
282.	Does your Solution include an hourly rate (provided only in your response to RFP Section 7 “Pricing Information”) to provide the services of a Data Architect with all of the corresponding qualifications described in Attachment 1 to this Appendix on an ad-hoc basis?	Y	
283.	Does your Solution include an hourly rate (provided only in your response to RFP Section 7 “Pricing Information”) to provide the services of a Data Analyst with all of the corresponding qualifications described in Attachment 1 to this Appendix on an ad-hoc basis?	Y	
284.	Does your Solution include an hourly rate (provided only in your response to RFP Section 7 “Pricing Information”) to provide the services of a Data Modeler with all of the corresponding qualifications described in Attachment 1 to this Appendix on an ad-hoc basis?	Y	
285.	Does your Solution include an hourly rate (provided only in your response to RFP Section 7 “Pricing Information”) to provide the services of an Extract Transform Load (ETL) Developer with all of the corresponding qualifications described in Attachment 1 to this Appendix on an ad-hoc basis?	Y	
286.	Does your Proposal include a job description for any other Business Intelligence resources? If yes, identify.	Y	
287.	Does your Proposal include an hourly rate for any other Business Intelligence resources? If yes, identify hourly rates in your response to RFP Section 7 “Pricing	Y	



Information”.		
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K. Value Add

The Commonwealth recognizes that a Supplier’s proposed Solution may be able to provide value beyond that delivered by meeting the requirements listed in the above sections. Following are several areas the Commonwealth is interested in understanding whether the Supplier proposes to add additional value.

#	Requirements	A	B
288.	<p>Does your Solution include an initial installation and project initiation support option consisting of installation and configuration of your proposed BI suite in a Commonwealth environment within 30 days of award, sufficient to provide up to five Commonwealth resources (located in the Richmond metropolitan area) the ability to learn the installation/configuration process and explore the Solution’s tools/capabilities? If yes, describe your approach (limit to two pages) and identify the following:</p> <ul style="list-style-type: none"> • Precise list of the software “part numbers,” descriptions and associated quantities proposed to support this requirement • Specifications for recommended environment to include hardware, connectivity, OS, and other software required to support the installation • Supplier resources (including skill sets and durations) provided to establish the proposed environment, fully install the BI suite, and provide knowledge transfer sufficient for the Commonwealth resources to understand and repeat the entire process 	Y	<p>The list of the software part numbers is the product platform list: Logi Info, Logi Ad Hoc, Logi ETL, Logi Intelligence Server. We do not have part or serial numbers; the only ID we issue is a unique license key that ships with the purchased product.</p> <p>The total quantities depend on the scope of the deployment, which is tied to the following factors:</p> <ul style="list-style-type: none"> • How many total report users? • How many ad Hoc report users? • How many report Web servers? • How many reports? • How many databases/data sources do you need to support? • How many meta-data/data warehouse servers? • How many ETL jobs/servers ? <p>As a general approximation, we could estimate between 1 and 4 platform licenses per-function or group within the state, depending on the size of the group.</p>



Commonwealth of Virginia
 Virginia Information Technologies Agency (VITA)
 Business Intelligence Tools – Enterprise/Statewide
 Request for Proposal (RFP) 2008-05 Appendix A – Requirements
 March 7, 2008

			Please find a detailed list of the server specifications, broken down by product. REF: Volume I – Technical, Section 2: Detailed Description of Proposed Solutions, page 3
289.	Does your Solution include the provision of assistance with other initial BI implementations? If yes, describe (limit response to one page).	Y	REF: Volume I – Technical, Section 1: Executive Summary, page 2
290.	Does your Solution provide any additional value to the Commonwealth beyond that already described in your response to Section 5 of the RFP? If yes, describe (Limit response to 2 pages).	Y	REF: Volume I – Technical, Section 1: Executive Summary, pages 1-2



Commonwealth of Virginia
Virginia Information Technologies Agency (VITA)
Business Intelligence Tools – Enterprise/Statewide
Request for Proposal (RFP) 2008-05
RFP 2008-05 Appendix B – Pricing Submittal
March 7, 2008

**VITA Statewide Contract #VA-080717-LOGI
LogiXML, Inc. Business Intelligence Tools Software
Exhibit B – Software Product List, Software License Fees and Service Charges**

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1. Pricing

The submitted price lists will be the basis used for selection and ordering of products and services. Product licensing and product training will be provided by LogiXML. Services as indicated can be a combination of LogiXML professional Services and SAIC technical support Unit.

2. Price Tables

Copyright © 2008, LogiXML, Inc., Last Updated: 3/05/2008

Software	Product	Version	License Term (Perpetual, Periodic, Annual, Monthly, etc.)	License Type (User, Server, Concurrent Use, Site, Enterprise Wide)	Unit Of Measure by License Type	Part Number	Quantity	List Price	Discount off list (%)	Any other pricing factor (e.g. order size, annual spend, etc.)	Net Price After All Discounts	Total Price	Annual Software Support Cost (% of discounted License Price)	Assumptions	Restrictions
LogiXML Logi9 Bundle	Logi9 Bundle BI Suite, includes ETL	9.0	Perpetual	Enterprise Wide	VEAP Enterprise Wide	N/A	1	N/A	N/A	N/A	\$ 1,995,000.00	\$ 1,995,000.00	10%		Enterprise license for unlimited use, unlimited users by Commonwealth of VA executive branch agencies only, excluding higher education
LogiXML 9 Products other than Bundle	Logi9 BI Suite	9.0	Perpetual	CPU	Per CPU	N/A	1	Per LogiXML Product list price list	Refer Aggregate Spend	Refer discount for total contract spend	Refer aggregate Spend		10%		unlimited users per CPU
LogiXML 9 Bundle - (Includes unlimited users for all current-version LogiXML products EXCEPT Logi Info Studio)	Logi9 BI Suite	9.0	Perpetual	Server	Per Windows Server	N/A	1	\$ 59,995.00	Refer to Aggregate Spend Table	For each Logi9 Bundle up to 5 Logi Studio licenses will be issued at no additional cost. See discounts levels for added discounts.	Refer to Aggregate Spend Table	\$ 59,995.00	10%		unlimited users per CPU
Logi Studio Enterprise License	Logi Studio (developer) See attached Price Sheet	9.0	Perpetual	Per Logi 9 Bundle Enterprise License	Per CPU	N/A	Unlimited	\$0.	N/C	Unlimited use of Studio with Enterprise License	Included	N/A	N/A	Enterprise Purchase	Unlimited Installations and users with Enterprise purchase
Product listing															



RFP 2008-05 Pricing Submittal - Aggregate Spend

Detail Supplier discounts that reflect the aggregate amount for all Contracts spend, including license fees, services and recurring maintenance fees.

VITA's objective is to have the cumulative volume of spend under the contract result in an additional discount or credit.

Aggregate spend does not include Maintenance, training or professional services for discount purposes.

Total spend period	Amount	Results in additional discount:	On :
Life of Contract (Including Renewals)	\$0. to \$500,000	0%	Product Purchases only
Life of Contract (Including Renewals)	\$500,000 to \$3,000,000	10%	Product Purchases only
Life of Contract (Including Renewals)	\$3,000,001 to \$4,000,000	20%	Product Purchases only
Life of Contract (Including renewals)	All Above \$4,000,000	35%	Product Purchases only
Product Purchases only	Minimum Initial PO of \$500,000 or more	10%	Product Purchases only

RFP 2008-05 Pricing Submittal - Resources

In the table below, provide hourly rates for "Time and Materials" type services to be available to Authorized Users of this contract upon request.

Each Job Title corresponds to the job titles and descriptions in Attachment 1 to the Requirements Tables ("RFP 2008-05 - Appendix A, Attachment 1 - Resources.doc").

Assume all work associated with these rates will be performed in the Richmond Metropolitan Area. If there are add-on fees for work performed elsewhere in the state, please add additional columns to this table to provide specifics.

The following are T&M Rates to VITA which are LogiXML rates for professional Services and SAIC rates for systems integration, application development. LogiXML and SAIC are committed to a successful program deployment and will assist VITA as needed to insure a timely and cost effect implementation.

Job Title	Hourly Rate (VITA Price)	VITA Cost	Net Hourly Rate	Includes A&H Cost
BI Project Manager	\$ 140.00	Plus expenses	\$ 148.40	1.06
BI Architect	\$ 180.00	Plus expenses	\$ 190.80	1.06
BI Developer	\$ 110.00	Plus expenses	\$ 116.60	1.06
BI Administrator	\$ 74.71	Plus expenses	\$ 79.19	1.06
Data Architect	\$ 180.00	Plus expenses	\$ 190.80	1.06
Data Analyst	\$ 100.00	Plus expenses	\$ 106.00	1.06
Data Modeler	\$ 110.00	Plus expenses	\$ 116.60	1.06
ETL Developer	\$ 90.00	Plus expenses	\$ 95.40	1.06
Subject Matter Expert	\$ 110.00	Plus expenses	\$ 116.60	1.06

Provide any additional resources (including job descriptions) offered, if any, that are not covered in the above table.

Supplier may expand the table to accommodate the full catalog of resources proposed.

Job Title	Hourly Rate (VITA Price)	VITA Cost	Net Hourly Rate	
Product Trainer Logi 9	\$ 70.97		\$ 70.97	1.06
	See training			1.06
Product Professional Services Support (off-site)	\$ 84.04		\$ 84.04	1.06
	See Options	Refer Supplier Options		



RFP 2008-05 Pricing Submittal - Training

In the table below, provide rates for all training to be available to Authorized Users of this contract upon request.

Supplier should provide a succinct definition of each unit of training.

Supplier may expand the table to accommodate the full catalog of training proposed.

Training Unit	Unit of Measure (Hourly, Training Course etc.)	Any Other Pricing Factor	List Price	Discount Off List (%)	Net Training Fee
User Training	Day	Client Site+Exp.	\$ 1,500.00		\$ 1,500.00
User Training	Week	Client Site+Exp.	\$ 7,500.00	10%	\$ 6,750.00
On line web based User Training	2 hour	On line	\$ 295.00		\$ 295.00
On line web based User Training	4 hour	On line	\$ 495.00		\$ 495.00
Administrator Training	Day	Client Site+Exp.	\$ 1,500.00		\$ 1,500.00
Administrator Training	Week	Client Site+Exp.	\$ 7,500.00	10%	\$ 6,750.00
Training at LogiXML Location	Day	At McLean, VA	\$ 1,200.00		\$ 1,200.00
Training at LogiXML Location	Week	At McLean, VA	\$ 5,000.00		\$ 5,000.00



RFP 2008-05 Pricing Submittal - Value Add

If Supplier has proposed any chargeable "Value Adds" in response to Section 5 of the RFP, provide associated pricing data in this worksheet.

This pricing data is in addition to, and not in lieu of, the pricing data requested pursuant to the other worksheets in this workbook.

The table below is suggested to facilitate a clear presentation of pricing for any chargeable "Value Adds". However, Supplier should use whatever format provides the clearest and most transparent presentation of such items.

Provide a separate table for each "Value Add" offered, if any.

Value Add: (Example) Initial installation and project initiation support						
Line Item Description	Unit of measure	Quantity	List Price or Rate	VITA Package Rate	VITA Price or Rate	Total
Installation Start up Support (3 days), includes Architect, Developer and Administrator	Team(3)	1	\$ 6,960.00	FFP	\$ 6,960.00	\$ 6,960.00
User Training On site Class unlimited users	course 3 Days	1	\$ 4,500.00	FFP	\$ 4,500.00	\$ 4,500.00
Developer Training	Day	1	\$ 1,500.00	Per day	\$ 1,500.00	\$ 1,500.00
On line Training	2 hour	1	\$ 295.00		\$ 295.00	\$ 295.00
On line Training	4 hour	1	\$ 495.00		\$ 495.00	\$ 495.00



3. LogiXML Product and Services Price List

LogiXML Product Pricing
 (effective March 1, 2008)

Product	Licensing	Price*
Logi Ad Hoc	Per Processor (unlimited users/clients)	\$11,995
Logi Info		
Logi Info Server	Per Processor (unlimited users/clients)	\$7,495
	Per Server (multiple CPUs, unlimited users/clients)	\$19,995
Logi Info Studio	Per Developer Seat	\$995
Logi Reporting Center	Per Processor (unlimited users/clients)	\$3,500
Logi OLAP	Per Processor (unlimited users/clients)	\$5,000
Logi Intelligence Server	Per Processor (unlimited users/clients)	\$10,000
Logi Connector Pack	Per Server (unlimited users)	\$5,000
Logi ETL	Per Processor	\$9,999
Logi 9 Bundle <i>(see below for Subscription Pricing comparison information)</i>	Per Server (unlimited users)	\$59,995

**Add 20% per year for maintenance costs. When customers purchase maintenance, they will have access to all the updates and upgrades for the year.*



Logi 9 Bundled Pricing Comparison

As you see below, the Logi 9 bundled price becomes a great value when a customer has dual or quad processors on a single server.

Number of Processors on a Single Server	Logi 9 Bundle, List Price - per server	Logi 9 Bundle – Subscription (2 year plan)	Logi 9 Bundle – Subscription (3 year plan)	Comparison: Total List Price of Individual Logi Products (Ad Hoc, Info, OLAP, Mart)
1	\$59,995.00	\$19,995.00	\$14,995.00	\$32,990.00
2	\$59,995.00	\$39,995.00	\$29,995.00	\$65,980.00
4	\$59,995.00	\$39,995.00	\$29,995.00	\$131,960.00
Add 20% Maintenance per year	\$11,999	Included (also include standard support)	Included (also includes standard support)	1 proc = \$6,598.00
				2 proc = \$13,196.00
				4 proc = 26,392.00

LogiXML Services, Training and Support Pricing

Services	Price
Per Day at LogiXML HQ	\$1200
Per Week at LogiXML HQ	\$5000
Per Day at Client Site	\$2000 + expenses
Per week at Client Site	\$7500

Training	Price
2-hour Online/Web-based Training	\$295
4-hour Online/Web-based Training	\$495
Per Day at LogiXML HQ	\$1200
Per Week at LogiXML HQ	\$5000
Per Day at Client Site	\$2000 + expenses

LogiXML Maintenance and Support Obligations

Provided that Licensee has paid the required maintenance fees for such period (the “Maintenance Period”), LogiXML shall provide support for (a) the then-current version of the Licensed Software specified in executed and accepted Order Forms under the applicable End User License Agreement, and (b) the immediately preceding version of such Licensed Software, but only for a period of six (6) months following the release of the then-current version that is made generally available. Such Software is referred to in this Schedule D as the “Supported Software.” Each Maintenance Period shall be a 12 consecutive month period, unless otherwise agreed by the parties in writing. The hours of operation of LogiXML support (“Support Hours”) are 8:00 a.m. Eastern time to 5:00 p.m. Eastern time, Monday to Friday (excluding LogiXML holidays).

1. Updates.

During each Maintenance Period, LogiXML shall, from time to time, in its sole discretion, make Updates and Repairs to Supported Software available to Licensee at no additional charge for distribution to End Users.

2. Severity Levels.

During the Maintenance Period, LogiXML will use reasonable commercial efforts to cure, as described below, reported and verifiable errors in Supported Software so that such Supported Software operates in accordance with the Documentation. LogiXML recognizes four severity levels of Supported Software errors or issues, as follows:

Severity 1 - Critical Business Impact. Licensee’s production use of the Supported Software is stopped or so severely impacted that the Licensee cannot reasonably continue work. LogiXML will begin work on the Software error within two (2) hours of notification during Support Hours and will engage development staff until a reasonable resolution or workaround is achieved.

Severity 2 - Significant Business Impact. Important Supported Software features are unavailable with no acceptable workaround. Licensee's implementation or production use of the Supported Software is continuing but not stopped; however, there is a serious impact on the Licensee's productivity and/or service levels. LogiXML will begin work on the Supported Software error within four (4) hours of notification during Support Hours and will engage development staff until a reasonable resolution or workaround is achieved.

Severity 3 - Some Business Impact. Important Supported Software features are unavailable but a workaround is available, or less significant Supported Software features are unavailable with no reasonable workaround. Licensee's work, regardless of the environment or product usage, has minor loss of operational functionality or implementation resources. LogiXML will begin work on the Supported Software issue within one (1) business day of notification and will engage development staff to work on the problem on a time-available basis.

Severity 4 - Minimal Business Impact. Licensee requests information, an enhancement, or Documentation clarification regarding the Software but there is no impact on the operation of the Supported Software. Licensee's implementation or production use of the Supported Software is continuing and there is no work being impeded at the time. LogiXML will provide initial response regarding the requested information or Documentation clarification within one (1) business week and will consider Supported Software enhancements for inclusion in a subsequent

Update of the Supported Software.

3. Support.

3.1 Licensee shall establish and maintain the organization and processes to provide First Line Support for the Supported Software directly to Users. “First Line Support” means that Licensee shall provide (a) a direct response to Users with respect to inquiries concerning the performance, functionality or operation of the Supported Software, (b) a direct response to Users with respect to problems or performance deficiencies with the Supported Software, (c) a diagnosis of problems or performance deficiencies of the Supported Software, and (d) a resolution of problems or performance deficiencies of the Supported Software.

3.2 If after reasonable commercial efforts Licensee is unable to diagnose or resolve problems or performance deficiencies of the Supported Software, Licensee shall contact LogiXML for Second Line Support and, LogiXML shall provide support for the Supported Software to Licensee in accordance with LogiXML's then current policies and procedures for Second Line Support. “Second Line Support” means that LogiXML will perform (i) a diagnosis of problems or performance deficiencies of the Supported Software and (ii) a resolution of problems or performance deficiencies of the Supported Software that cannot be resolved with First Line Support. Licensee will have unlimited e-mail support (response within one business day) and 5-incident phone support/online web meetings (response within four (4) business hours).

3.3 During the Maintenance Period, LogiXML shall establish and maintain the organization and processes to provide Second Line Support for the Supported Software to Licensee. Second Line Support shall be provided to Licensee only if, after reasonable commercial efforts, Licensee is unable to diagnose and/or resolve problems or performance deficiencies of the Supported Software. Second Line Support shall be provided to the designated LogiXML-trained representative(s) of Licensee. LogiXML shall not provide Second Line Support directly to Users unless requested by Licensee and agreed upon by both parties.

4. Excluded Services.

The following services are not included in LogiXML's Maintenance and Support Services:

(a) Services for Supported Software that have been modified by Licensee without LogiXML's prior written consent.

(b) Services that becomes necessary as a result of:

(i) Failure of computer hardware or equipment or software not provided by LogiXML;

(ii) Any cause or causes beyond the reasonable control of LogiXML (e.g., floods, fires, 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 outside the scope of permitted use in the Agreement; or

(iv) The operation (or failure to operate) of third party software (other than any third party software embedded within the Supported Software).

5. Means of Performing Services.

Services will be performed to the extent possible by telephone and remote access unless the parties mutually agree otherwise. Licensee shall use its best efforts to assist and enable LogiXML to perform the Services remotely.

6. Other Terms.

This Schedule D and the services specified herein are subject to the terms and conditions of the Agreement. In the event of a conflict between the terms of this Schedule D and the Agreement, the Agreement will control. All error-corrections, patches, Updates, work-arounds and other software provided pursuant to this Schedule D shall be considered to be “Software” as defined in the Agreement.

July 11, 2008

Refer RFP 20008-05. Clarifications and Additions.

The following are LogiXML Support Options

Following that are the metrics for support responses as compiled over the last 6 months.

LogiXML remedy recommendation:

LogiXML will agree to 50% of the current month’s maintenance payment to be at risk for non-performance criteria in the support of the LogiXML product. VITA and LogiXML will work together to determine the mechanism and criteria for charging back against the current month’s maintenance for non-performance.

The list below is LogiXML standard Support offerings as posted on the LogiXML.com Website. We are happy to discuss specifics for VITA or a customized support plan.

Support Options

Support Options

LogiXML is committed to making you successful with our reporting products, and as such, we provide a number of technical support options which will help you make the most of your investment in our software.

Regular support hours are Monday through Friday, 8am - 5pm Eastern Time and support requests are taken on a first-come, first-served basis by our experienced technical support staff. The average response time is about four business hours and the maximum response time is two business days.

Note: Users evaluating trial versions of Logi Info and Logi Info Lite are entitled to a 30-day email support package. Please be sure to email and register with Customer Service at customerservice@logixml.com to receive this support.

E-mail and Phone Support Packages

Our e-mail and phone support packages allow you to use e-mail, telephone calls or use online meetings with our support staff during regular support hours. The packages below detail a level of support for a wide range of our customers. E-mail support is recommended for non-critical support situations; phone support for critical and time sensitive support situations.

Support Packages	Descriptions	Cost / Year		
		1 POC*	5 POC*	10 POC*
Budget Support	Basic Unlimited E-Mail	\$749	\$2,247	\$3,745

	Support (response within two business days)			
Basic Support	Basic Unlimited E-Mail Support (response within two business days) and 3-incident phone support/online Web meetings (response within four business hours)	\$1,499	\$4,497	\$7,495
Standard Support	Unlimited E-Mail Support (response within one business day) and 5-incident phone support/online Web meetings (response within four business hours)	\$1,999	\$5,997	\$9,995
Premier Support	Unlimited E-Mail Support (response within one business day) and unlimited phone support/online Web meetings (response within four business hours)	\$4,999	\$14,997	\$24,995

1 POC* for Multiple Logi Products

Support Type	Current Price	New Price
Budget Support	\$749	\$1,124
Basic Support	\$1,499	\$2,249
Standard Support	\$1,999	\$2,999
Premier Support	\$4,999	\$7,499

***Point of Contact.**

Note: LogiXML hosts a complementary [Discussion Forum](#) available to developers using Logi Info Lite and Logi Info. In the forum, developers can communicate with other expert users and developers to answer questions or hold online discussions about our products. Our support team actively monitors the forum and will answer questions that remain unanswered within one to five business days.

Per Incident Phone Support Packages

Per incident phone support packages allow you to make telephone calls during our regular support hours. Each support incident will include as many communications between customer and LogiXML support team as needed until the support incident is resolved.

*Annual Telephone Support Package	
1 Incident:	\$100
5 Incidents:	\$399
10 Incidents:	\$699
20 Incidents:	\$1,199
20+ Incidents:	Call for pricing

*Incident phone support is only valid for one year.

Support Metrics for past 6 months.

Premium support, where response times are under 8 hours (4 hours phone support). The average response times are the same as for all support packages (16 hours max response time SLA). The Major difference is the guarantee. With premium support LogiXML will guarantee a faster response time (under 8 hours email, or 4 hours phone). SLAs for other package will guarantee a maximum of 16 hours response time for any issue coming to Logi support.

This report shows the past 6 months break-down of response-time / issue resolution averages for all support issues:

6-month average time in business hours

Month	SLA Response Time	Average Resolution
Jun-08	2.69	7.28
May-08	3.04	7.02
Apr-08	3.31	13.11
Mar-08	2.28	8.33
Feb-08	2.43	12.74
Jan-08	2.14	14.61

As depicted, the total average response time per the Logi Support SLA falls in the 2-3 hour range. This means that for **premium support** there is a guaranteed a response time, and the average of all response times will fall into the range above. For Issue Resolution, this is not covered by the SLA but provides an average as to the expected resolution times over a six month period. So from the time we receive an issue to the time the customer has a solution,

the last 6 month average is between 7-15 hours, or under 2 business days for a delivered solution. This is dependent on the specific problem reported so can vary however the statistics at least from the numbers provide a compilation of problems received and how long it typically takes to completely resolve an issue that has been submitted through support. There is also no correlation between SLA response times and resolution times, however we can follow the OEM escalation rules for any issue to determine level of importance.

ESCALATION PROCEDURES

While the Supplier takes great care in providing service within the committed SLA periods per the contract terms; there are instances where those times are jeopardized or need to be escalated. In those instances LogiXML pulls all available resources to aid the technical staff in effecting a timely repair. These resources include Account Manager, addition of technical support, training and analysis support, LogiXML Management intervention, operations/systems support, and if necessary, manufacturer/OEM support.

Escalation contact levels:

Contract Issues

Initial escalation – Project Manager, Bill Woehrle, 703-752-9700, x701
Bill.Woehrle@logixml.com

Second – Chief Operating Officer – Hormoz Hekmat, 703-752-9700, x177
Hormoz.Hekmat@logixml.com

Highest Priority – Chief Executive Office – Arman Eshraghi, 703-752-9700, x123
Arman@logixml.com

Product and Support Related

Initial escalation – Project Manager, Bill Woehrle, 703-752-9700, x701
Bill.Woehrle@logixml.com

Second – Director of Support, Ric Cooper, 703-752-9700, x127
Ric.Cooper@logixml.com

Highest Priority – Chief Operating Officer – Hormoz Hekmat, 703-752-9700, x177
Hormoz.Hekmat@logixml.com

Or Chief Executive Office – Arman Eshraghi, 703-752-9700, x123
Arman@logixml.com

Escalation – LogiXML will escalate internally within 1 business day if the Initial escalation person has not satisfactorily resolved the issue with Authorized User.

Authorized User may immediately escalate the process to the next level, within 24 hours of contacting the Initial escalation person or immediately for any items that are defined as a Severity Level 1 in Exhibit C, or if Authorized User is unable to contact the first escalation point.

EXHIBIT E-X
CONTRACT NUMBER VA-080717-LOGI
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
Supplier

Exhibit E-X is hereby incorporated into and made an integral part of Contract Number VA-080717-LOGI (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and Supplier (“Supplier”).

In the event of any discrepancy between this Exhibit E-X and Contract No. VA-080717-LOGI, the provisions of Contract No. VA-080717-LOGI 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, hereinafter referred to as “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. Solution Components

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. 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

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 Wherever, or other locations as required by the effort.

6. Milestones, Deliverables, Payment Schedule, and Holdbacks

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 Solution price shall not exceed \$US XXX.

Supplier’s invoices shall show retainage of ten percent (10%). Following completion of Solution implementation, Supplier shall submit a final invoice to the Authorized User, for the final milestone payment amount plus the total amount retained by the Authorized User.

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

- o Site survey report:
- o Training manual:

o **Solution: See Sections 1 and 2 above.**

In addition, Supplier will provide copies of any briefing materials, presentations, or other information developed to support this engagement.

Any inventions, combinations, machines, methods, formulae, techniques, processes, improvements, software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship discovered, created, or developed by Supplier, or jointly by Supplier and an Authorized User(s) in the execution of this Statement of Work shall be deemed Work Product. Configuration of software shall not be deemed Work Product. All provisions of the Contract regarding Work Product shall apply to this Statement of Work.

If travel expenses are not included in the **fixed price** of the Solution, 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. Acceptance Criteria

Acceptance Criteria for this Solution will be based on a User Acceptance Test (UAT) **designed by Supplier and accepted by the Authorized User**. The UAT will ensure that all of the functionality required for the Solution has been delivered. **Supplier will provide the Authorized User with a detailed test plan and acceptance check list based on the mutually agreed upon UAT Plan. This UAT Plan check-list will be incorporated into this Exhibit E-X.**

This section should reflect the mutually agreed upon UAT and Acceptance Criteria specific to this engagement.

Each deliverable created under this Statement of Work will be delivered to the Authorized User with a Deliverable Acceptance Receipt. This receipt will describe the deliverable and provide the project manager with space to indicate if the deliverable is accepted, rejected, or conditionally accepted. Conditionally Accepted deliverables will contain a list of deficiencies that need to be corrected in order for the deliverable to be accepted by the Project Manager. The Project Manager will have **ten (10)** days from receipt of the deliverable to provide Supplier with the signed Acceptance Receipt unless an alternative schedule is mutually agreed to between Supplier and the Authorized User in advance.

8. 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	√	

9. 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.

10. 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.*

11. 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.

12. 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: _____

Supplier: _____

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

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

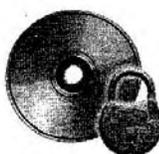
VITA
By: _____
(Signature)
Name: _____
(Print)
Title: _____
Date: _____

Software Escrow Agreement

ADDENDUM TO LOGIXML VALUE ADDED RESELLER AGREEMENT

This Addendum to the LogiXML Value Added Reseller Agreement ("the Agreement" signed between LogiXML, Inc. and Transportation Resource Associates, Inc. ("the Reseller") on May 23, 2005 is modified as follows:

Exhibit E of the Agreement is replaced with the following:



EscrowTech

Software Escrow Agreement

("Multiple Beneficiaries - Minimum Service")

Date of Agreement: July 12, 2005

Escrow No. 7668 MB-Min

EscrowTech: EscrowTech International, Inc.
C7 Data Center Building
333 South 520 West - Suite 230
Lindon, UT 84042

Tel.: (801) 852-8202
Fax: (801) 852-8203

Owner: **Name:** LogiXML, Inc.
Address: 7900 Westpark Drive
Suite T-101
McLean, VA 22102

Tel.: 703.748.0020
Fax: 703.995.4811

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 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 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 given 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 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.

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.

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.

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.

34. **Assignment.** This Agreement may be assigned by a Party to a successor who acquires substantially all of such Party's business assets relevant to the subject matter of this Agreement. The assigning Party shall give notice thereof to the other Party and shall deliver to such other Party a copy of the successor's written agreement to accept or assume this Agreement.

35. **Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The persons signing below represent that they are duly authorized to execute this Agreement for and on behalf of the Party for whom they are signing.

Agreed to and accepted by:

_____ (“Owner”)

EscrowTech International, Inc.

By (signature): _____

By _____ (signature):

Name (print): _____

Name (print):

Title: _____

Title:

EXHIBIT A**A. SOFTWARE**

Name of "Software": LGX Info & LGX Ad Hoc Report Builder

B. DEPOSIT MATERIALS

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

Source code for the Software.
Associated documentation

C. 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 6 times per contract year.

EXHIBIT B**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.

PERMITTED USE

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

- a. 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.
- b. Beneficiary may not disclose the Deposit Materials to any third party and shall keep the Deposit Materials confidential, except as provided below.
- c. 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).
- d. 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	
Basic Fees:	
Annual Fee (includes set up and maintenance)	\$695 per year
Other Fees (if ever applicable):	
Excess Update Fee² (for excess Updates only)	\$95 each
Release Fee	\$350 per Beneficiary (payable by Beneficiary)
Excess Storage Charge (only if more than 2 cubic feet of vault space required)	\$70 per extra cubic foot per year

There are no Set Up Fees!

There is no limit on the number of Beneficiaries. There is no extra charge for Beneficiaries.

¹ These fees are fixed for the first three years of this Agreement. Thereafter, all fees are subject to reasonable increase by EscrowTech upon written notice.

² Four Updates per contract year are included at no charge. The Excess Update Fee is for Updates in excess of four per contract year.

Exhibit D**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 17 and 18) 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.



EscrowTech

List of Beneficiaries

This List is Dated: July 12, 2005 Escrow No. 7668MB-Min

Owner: LogiXML, Inc.

Each of the following is a "Beneficiary" under the Escrow identified above:

Name of Beneficiary:	Address:	Telephone:
Transportation Resource Associates, Inc.	1608 Walnut Street Suite 1602 Philadelphia, PA 19103	215.546.9110
Telarix, Inc.	8065 Leesburg Pike Suite 600 Vienna, VA 22182-2789	703.564.9600
Control Point Solutions	201 Route 17 North Rutherford, NJ 07070	201.933.2200

GetConnected, Inc.	77 North Washington Street Suite 9000 Boston, MA 02114-1908	617.878.4412
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Approved and Submitted by Owner:



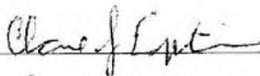
 Signature of Owner's Authorized Officer or Representative

For EscrowTech Only!	
Date Received by EscrowTech: _____	EscrowTech Signature: _____

LOGIXML, INC.

RESELLER

By: _____
 Name: _____
 Title: _____
 Date: _____

By: 
 Name: CLARE A. EPSTEIN
 Title: VICE PRESIDENT
 Date: JULY 25, 2005

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

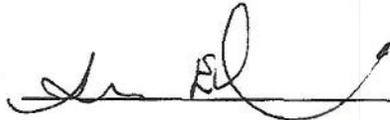
EXHIBIT ^GH: CERTIFICATION REGARDING LOBBYING

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 or 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 _____



Commonwealth of Virginia
Virginia Information Technologies Agency (VITA)
Business Intelligence Tools – Enterprise/Statewide
Request for Proposal (RFP) 2008-05
Volume III – Contracts Volume
March 7, 2008

EXHIBIT H

SUPPLIER'S STANDARD FORM CONTRACTS

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Limited Use Software License Agreement

The terms and conditions of this Limited Use Software License Agreement (“Agreement”) will apply to the downloaded software and derivatives obtained there from, including any copy (“Software”). The term Software includes programs and related documentation provided as part of the download. The term Application (“Application”) includes any programs, reports, web applications, portals, or other products created by the Software.

By signing the agreement and using the Software, you (“Licensee”) acknowledge and affirm that the Licensee has read and understands the terms and conditions of the Agreement. All terms and conditions contained within the Agreement are in effect until the Software has been removed and destroyed from Licensee’s possession. Licensee further acknowledges and affirms that the Agreement is the complete and exclusive statement of the rights and liabilities of the parties bound to this Agreement. The Agreement supersedes all prior oral agreements, proposals or understandings, and any other communications between LogiXML, Inc. and Licensee relating to the subject matter of the Agreement.

1. TITLE AND LICENSE GRANT

The Software is copyrighted and/or contains proprietary information protected by law. All Software and all copies thereof, are and will remain the sole property of LogiXML, Inc. The Software provided as part of this download requires a serial number to operate without restriction. In the event that you have downloaded a trial version, its use is limited to a specific time period and it will automatically prevent access after that specific time period. After that period, and subject to the payment of fees specified in an accepted purchase order or authorization for one or more copies, LogiXML, Inc. hereby grants to you, for the period of fifty years, a limited, personal, and non-exclusive right to use the Software, in accordance with all United States domestic and import laws, on only that computer, server or authorized clients and only for up to the maximum number of users and/or production server CPU’s specified in such order or authorization (development, test and integration servers may run the server software without charge as long as the production server is licensed). Any other use of this Software inconsistent with the terms and conditions of this Agreement, including without limitation, transfer of the Software to another computer or to another party without the expressed written consent of LogiXML, Inc., shall automatically terminate this license.

You agree to use your best efforts to see that any use of the Software licensed hereunder complies with the terms and conditions of this License Agreement as well as all laws and regulations of the United States and any foreign country in which the Software is used. You further agree to refrain from taking any steps, such as reverse engineering, reverse assembly or reverse compilation, to derive a source code equivalent of the Software.

2. SOFTWARE USE

- A. You are permitted to make copies of the software solely for the purposes of use on development, test and integration servers (non production) for the purposes of disaster recovery and an archive copy of the Software, provided the Software shall not be otherwise reproduced except as is necessarily incident to the execution of the Software



in a computer or server. Any such copy shall contain the same copyright notice and proprietary marking appearing on the original Software. The Software shall not be disclosed to others in whole or in part.

B. The Software

1. together with any archive copy thereof, shall be either returned to LogiXML, Inc. or certified as having been destroyed when the Software is no longer used in accordance with this License Agreement, or when the right to use the Software is terminated; and,
 2. shall not be removed from a country in which use is licensed or from any computer or server on which it is licensed without LogiXML, Inc.'s expressed written permission.
- C. You are permitted to make any number of Applications with the software. These Applications become the sole property of you, the creator, so long as they are not derived from other Applications that might have been provided to you by LogiXML, Inc. or others using the Software. In that event, you agree to comply with the Terms and Conditions associated with those specific Applications.
- D. You agree to purchase the appropriate licenses for the operation of each and every instance of the Applications, whether created for your own internal use or whether created for resale to end users or other entities. Each such run time license shall be operated in accordance with the appropriate agreement.

3. LIMITED WARRANTY

- A. LogiXML, Inc. warrants only that the Software will be in good working order and, for a period of ninety (90) days from the initial purchase, will replace without charge, any Software which is not in good working order.
- B. LogiXML, Inc. does not warrant that the functions of the Software will meet your requirements or that software operation will be error-free or uninterrupted.
- C. LogiXML, Inc. has used reasonable efforts to minimize defects or errors in the Software. However, you assume the risk of any and all liability, damage or loss from use, or inability to use the Software.
- D. You understand that, except for the ninety (90) day limited warranty recited above, LogiXML, Inc., its' application partners, suppliers and agents make no warranties, expressed or implied, and specifically disclaim any warranty or merchantability or fitness for a particular purpose or warranty against infringement.
- E. LogiXML, Inc. makes no warranty whatsoever for any applications derived from its Software. You assume any and all liability, damage or loss from use, or inability to use these applications.

4. EXCLUSIVE REMEDIES AND LIMITATIONS OF LIABILITIES

- A. You agree that your sole and exclusive remedy against LogiXML, Inc., its application partners, suppliers, and agents for liability, loss or damage caused in any way by the Software, regardless of the form of action, whether in contract, tort, including negligence, strict liability or otherwise, shall be the replacement of LogiXML, Inc.



furnished Software within the limited warranty period. This shall be exclusive of all other remedies against LogiXML, Inc., its application partners, suppliers or agents, except for your right to claim damages for bodily injury to any person.

- B. Regardless of any other provisions of this Agreement, neither LogiXML, Inc., its application partners, suppliers or agents shall be liable for any indirect, incidental or consequential damages (including lost profits) sustained or incurred in connection with the use, operation, or inability to use the Software.
- C. You agree that in the event any claim, suit or proceeding is brought against LogiXML, Inc. in connection with the Software or this Agreement, such claim, suit or proceeding will be brought or filed in the courts of the Commonwealth of Virginia, United States of America, and that any such claim, suit or proceeding will be governed by the laws of the Commonwealth of Virginia, United States of America, without regard to its choice of law rules.

5. INTELLECTUAL PROPERTY INDEMNIFICATION

LogiXML will indemnify, defend and hold Licensee harmless against any claims, legal actions, losses and other expenses arising out of or in connection with any claims that the Software infringes or violates any intellectual property right of any third party (“Claim”), on the condition that Licensee notifies LogiXML promptly of the Claim and gives LogiXML sole control of the defense and negotiations for its settlement or compromise.

Signature

Date

Signature

Date

Name:
 Company:
 Title:

Name: Hormoz Hekmat
 Company: **LogiXML**
 Title: Chief Operating Officer



Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

This Master Services Agreement (the *Agreement*), effective [_____, ____] (the *Effective Date*), is between [CLIENT NAME], a [_____] corporation with a place of business at [_____] (*Customer*), and LOGIXML, INC., a Virginia corporation with a place of business at 7900 Westpark Drive, Suite T107, McLean, VA 22102 (*LogiXML*). The parties agree as follows:

1. DEFINITIONS.

Deliverable means any work product resulting from the Services that is specifically identified in a Statement of Work and delivered to Customer by LogiXML.

Services means the services defined in the applicable Statement of Work.

Statement of Work means any written work statement executed by the parties specifically referencing this Agreement and containing such information as generally illustrated in Exhibit A attached hereto.

2. SERVICES.

2.1 Engagement. This Agreement will be implemented through one or more Statements of Work executed by the parties from time to time, and provides the terms and conditions applicable to all Statements of Work. Any modification of these terms and conditions within a Statement of Work will apply only to that Statement of Work in which the modification is set forth. LogiXML will report to the Customer contact so designated in the applicable Statement of Work.

2.2 Services. LogiXML agrees to undertake the Services and to use commercially reasonable efforts to complete the Services in accordance with the descriptions and schedules specified therein.

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

2.4 Problems. If Customer (or its third party licensors or vendors) fails to fulfill any of its responsibilities in a timely manner under Section 2.3 for any reason (including without limitation, changes, errors or omissions in Customer Information), which delays provision of the Services or results in additional costs, then LogiXML may act as it deems prudent to mitigate such effects and shall not be responsible for any delay in providing such Services caused thereby. In such event, Customer agrees (a) to pay LogiXML its reasonable additional costs and (b) that any delivery dates, milestones or other time limits specified for LogiXML's performance shall be appropriately extended.



3. PROPRIETARY RIGHTS.

3.1 Customer Information. Customer represents and warrants that it owns all right, title and interest, or possesses sufficient license rights, in and to the Customer 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 Customer Information, no other license is granted, no other use is permitted and Customer shall retain all right, title and interest in and to all Customer Information (including all intellectual property and proprietary rights therein).

3.2 Deliverables. Unless otherwise agreed by the parties in writing, LogiXML shall own all right, title and interest (including all intellectual property and other proprietary rights) in and to the Deliverables. Upon receipt of payment in full therefore from Customer, LogiXML shall grant Customer a nonexclusive, nontransferable right and license (without right to sublicense) to use such Deliverable internally, subject to any other rights or restrictions set forth in the Statement of Work. Except for the limited rights and licenses expressly granted hereunder concerning the Deliverables, no other license is granted, no other use is permitted and LogiXML (and its licensors) shall retain all right, title and interest in and to all Deliverables (including all intellectual property and proprietary rights therein).

3.3 Restrictions. Except as expressly permitted in this Agreement, Customer shall not directly or indirectly (a) use any LogiXML Confidential Information to create any software or documentation that is the same as or similar to any Deliverable, (b) disassemble, decompile, reverse engineer or use any other means to attempt to discover any source code or underlying ideas, algorithms or organization of any Deliverable (only to the extent these restrictions are expressly prohibited by applicable statutory law), (c) encumber, sublicense, transfer or distribute any Deliverable, (d) copy, create derivative works of or otherwise modify any Deliverable or (e) permit any third party to do any of the foregoing restrictions. Customer will promptly notify LogiXML in writing of any unauthorized use, reproduction or distribution of any Deliverable.

4. CONFIDENTIALITY.

4.1 Scope. The term *Confidential Information* means all trade secrets, know-how, inventions, developments, software and other financial, business or technical information that are disclosed by or for a party in relation to this Agreement (including all copies, analyses and derivatives thereof) and which are marked or otherwise identified as proprietary or confidential at the time of disclosure. If the Confidential Information is provided orally, it shall be deemed to be confidential and proprietary if within ten (10) days after such oral disclosure, the disclosing party provides written notice (which may be in electronic form) to the receiving party identifying the Confidential Information, and indicating the oral communication shall be deemed Confidential Information. Confidential Information shall not include any information that the receiving party can demonstrate is (a) rightfully furnished to it without restriction by a third party without breach of any obligation to the disclosing party, (b) generally available to the public without breach of this Agreement or (c) independently developed by it without reliance on such information. All



Deliverables and pricing information are deemed to be LogiXML's Confidential Information when marked as such.

4.2 Confidentiality. Except for the specific rights granted by this Agreement, the receiving party shall not possess, access, use or disclose any of the other's Confidential Information without its written consent, and shall take the same measures to prevent disclosure of Confidential Information as it takes to protect its own Confidential Information, and in no event take less than commercially reasonable efforts. Each party shall transmit Confidential Information only to persons who have a need to know such information in furtherance of this Agreement. Confidential Information may be disclosed to either party's and its Affiliates' (defined as a person or entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the party) officers and employees, and professional advisors, without the prior consent of the other party, only if such persons (i) are advised of this Agreement and (ii) have signed written confidentiality agreements containing terms substantially similar to those contained in this Section 4. Each party shall be responsible for any breach of confidentiality by its employees and contractors. Promptly after any termination of this Agreement (or at the disclosing party's request at any other time), the receiving party shall return all of the other's tangible Confidential Information, permanently erase all Confidential Information from any storage media and destroy all information, records and materials developed there from. Each party may disclose only the general nature, but not the specific terms, of this Agreement without the prior written consent of the other party; *provided*, either party may provide a copy of this Agreement or otherwise disclose its terms in connection with any financing transaction or due diligence inquiry.

5. PAYMENTS.

5.1 Fees and Expenses. Customer agrees to pay LogiXML fees in the amounts and at the times specified in the applicable Statement of Work. Subject to reasonable documentation, Customer agrees to reimburse LogiXML for its costs and expenses reasonably incurred in providing the Services; *provided*, that all such expenses must be approved in writing in advance by Customer.

5.2 Payment Terms. Unless specified otherwise, all amounts due hereunder shall be paid within 30 days from the date of invoice in US dollars at LogiXML's address (or, at its option, to an account specified by LogiXML). Any amount not paid when due shall bear a late payment charge, until paid, at the rate of 1.5% per month or the maximum amount permitted by law, whichever is less. Customer agrees to reimburse LogiXML for all reasonable costs (including reasonable attorneys' fees) incurred if it institutes an action to collect late payments.

5.3 Taxes. All payments required by this Agreement are exclusive of federal, state, local and foreign taxes, duties, tariffs, levies, withholdings and similar assessments (including without limitation, sales taxes, use taxes and value added taxes), and Customer agrees to bear and be responsible for the payment of all such taxes, excluding taxes based upon LogiXML's net income.

6. WARRANTY AND DISCLAIMERS.



6.1 Services. LogiXML warrants that the Services will be performed in a professional and workmanlike manner. Any warranty claim under this Section 6.1 (“**Services Warranty Claim**”) must be made in writing within thirty (30) days after performance of the nonconforming Service. LogiXML’s sole obligation and Customer’s exclusive remedy in respect thereof is to promptly and in a commercially reasonable time period after its receipt of written notice of a Services Warranty Claim from Customer, reperform the nonconforming Service or, at LogiXML’s reasonable discretion, to terminate this Agreement in respect of the nonconforming Service and refund to Customer the fees paid therefore.

6.2 Deliverables. LogiXML warrants that, as delivered, the Deliverables will materially comply with the specification therefore described in the applicable Statement of Work. Any warranty claim under this Section 6.2 (“**Deliverables Warranty Claim**”) must be made in writing within ten (10) days after delivery of the Deliverable. LogiXML’s sole obligation and Customer’s exclusive remedy in respect thereof is to use reasonable efforts to promptly and in a commercially reasonable time period after its receipt of written notice of a Deliverables Warranty Claim from Customer, revise, repair or replace the nonconforming Deliverable or, at LogiXML’s reasonable discretion, to accept return of the nonconforming Deliverable and refund to Customer the fees paid for such Deliverable.

7. INDEMNIFICATION.

7.1 Infringement. Except as provided below, LogiXML shall (i) defend Customer against any claim by a third party that any Deliverable infringes a U.S. patent, copyright or trade secret, of such third party and (ii) indemnify Customer for settlement amounts or damages, liabilities, costs and expenses (including reasonable attorneys’ fees) finally awarded and arising out of such claim; *provided*, that (a) Customer promptly provides LogiXML written notice thereof and reasonable cooperation, information, and assistance in connection therewith, and (b) LogiXML shall have sole control and authority to defend, settle or compromise such claim. If any Deliverable becomes or, in LogiXML’s opinion, is likely to become the subject of any injunction preventing its use as contemplated herein, LogiXML may, at its option and expense (1) obtain for Customer the right to continue using such Deliverable or (2) replace or modify such Deliverable so that it becomes non-infringing without materially compromising its principal functions. If (1) and (2) are not reasonably available to LogiXML, as it determines in its sole but reasonable discretion, then it may terminate this Agreement upon written notice to Customer and, after return of the Deliverable, refund to Customer the depreciated value of such Deliverable (calculated as the fees paid therefore, amortized on a straight-line basis over a 3 year period from delivery).

7.2 Exclusions. LogiXML shall have no liability or obligation to Customer hereunder with respect to any claim based upon (a) any use of the Deliverable not strictly in accordance with this Agreement, (b) use of any Deliverable in an application or environment or on a platform or with devices for which it was not designed or contemplated, (c) alterations, combinations or enhancements of the Deliverable not created by LogiXML, (d) that portion of any Deliverable which implements Customer’s requirements, (e) Customer’s continuing allegedly infringing activity after being notified thereof or its continuing use of any version of the Deliverable after being provided modifications that would have avoided the alleged infringement or (f) any intellectual property right in which Customer or any of its affiliates has an interest.



7.3 Entire Liability. The foregoing states the entire liability of LogiXML, and Customer's sole and exclusive remedy, with respect to any actual or alleged violation of intellectual property rights by any Deliverable or any part thereof or by its use or operation.

8. LIMITATION OF LIABILITY.

EXCEPT FOR DAMAGES CAUSED BY DEATH, BODILY INJURY OR FRAUD OR TO THE EXTENT THAT ANY EXCLUSION OR LIMITATION OF LIABILITY IS VOID, PROHIBITED OR UNENFORCEABLE BY APPLICABLE LAW, AND EXCEPT FOR ANY BREACH BY EITHER PARTY OF THE OBLIGATIONS SET FORTH IN SECTION 4, IN NO EVENT SHALL EITHER PARTY BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) MATTER BEYOND ITS REASONABLE CONTROL, (B) LOSS OF DATA, LOSS OR INTERRUPTION OF USE OF THE DELIVERABLE OR SERVICE OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, (C) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL OR (D) DIRECT DAMAGES, IN THE AGGREGATE, IN EXCESS OF THE AMOUNTS PAID TO IT (IN THE CASE OF LOGIXML) OR AMOUNTS PAYABLE BY IT (IN THE CASE OF CUSTOMER) HEREUNDER WITH RESPECT TO THE SERVICE OR DELIVERABLE THAT GAVE RISE TO THE CLAIM DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION AROSE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN. NOTWITHSTANDING THE FOREGOING, THE LIMITATION IN SECTION 8(D) SHALL NOT APPLY IN RESPECT OF THE COST OF ANY DEFENSE THAT IS CONDUCTED UNDER SECTION 7.1(I) OR THE AMOUNT OF ANY AWARD OR SETTLEMENT THAT IS PAYABLE UNDER SECTION 7.1(II).

9. TERM AND TERMINATION.

9.1 Term. This Agreement shall commence on the Effective Date and continue in effect until the earlier of (a) expiration or termination of all Statements of Work or (b) the third anniversary of the Effective Date.

9.2 Convenience. Subject to any other requirements set forth in the applicable Statement of Work, Customer may terminate any Statement of Work at any time for its convenience upon at least ninety (90) days prior written notice to LogiXML; *provided*, that together with such notice, Customer pays LogiXML all amounts then owing under the Agreement. After receipt of such notice and payment, LogiXML shall commence winding down its performance of Services under the applicable Statement of Work in an orderly manner, and Customer shall remain liable to pay for LogiXML's efforts and non-cancelable expenses incurred prior to the effective date of termination.



9.3 Cause. This Agreement may be earlier terminated (in whole, or in respect of any Statement of Work) by either party (a) if the other party materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days (ten (10) days in the case of any non-payment) after receiving written notice of such breach from the non-breaching party or (b) immediately upon written notice, if the other party makes any assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of any or all of the other party's property, or the other party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding or such a proceeding is instituted against the other party and is not dismissed within 90 days, or the other party becomes insolvent or, without a successor, dissolves, liquidates or otherwise fails to operate in the ordinary course.

9.4 Effects of Termination. Upon expiration or termination of this Agreement for any reason, all rights, obligations and licenses of the parties hereunder shall cease, except that (a) Customer's liability to pay for Services performed (and non-cancelable expenses incurred) prior to the termination date shall survive and remain payable, and shall become due and payable on the termination date, (b) all other obligations that accrued prior to the effective date of termination and remedies for breach of this Agreement shall survive any termination and (c) the provisions of Sections 3 (Proprietary Rights), 4 (Confidentiality), 5 (Payments), 6 (Warranty and Disclaimers), 7 (Indemnification), 8 (Limitation of Liability), 10 (General Provisions) and this Section 9 shall survive.

10. GENERAL PROVISIONS.

10.1 Entire Agreement. This Agreement (including any applicable Statements of Work) constitutes the entire agreement between the parties with regard to, and supersedes all prior negotiations, understandings or agreements (oral or written) between the parties relating to, the subject matter of this Agreement (and all past dealing or industry custom). Any inconsistent or additional terms on any related purchase order, confirmation or similar form, even if signed by the parties after the date hereof, shall have no force or effect under this Agreement. This Agreement may be executed in one or more counterparts, each of which is an original, but together constituting one and the same instrument. Execution of a facsimile copy shall have the same force and effect as execution of an original, and a facsimile signature shall be deemed an original and valid signature. No changes, modifications or waivers may be made to this Agreement unless in writing and signed by both parties. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. Except as specifically provided otherwise, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflicts of law provisions or any rule that would cause the application of the laws of any other jurisdiction. The sole jurisdiction and venue for actions related to this Agreement will be the state or federal courts located



in the Commonwealth of Virginia, and both parties consent to the jurisdiction of such courts with respect to any such action. In any action or proceeding to enforce or interpret this Agreement, the prevailing party will be entitled to recover the costs and expenses (including reasonable attorneys' fees) that it incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

10.3 Relief. Each party agrees that, in the event of any breach or threatened breach of Section 3 or 4, the non-breaching party will suffer irreparable damage for which it will have no adequate remedy at law. Accordingly, the non-breaching party shall be entitled to injunctive and other equitable remedies to prevent or restrain, temporarily or permanently, such breach or threatened breach, without the necessity of posting any bond or surety. Such remedies shall be in addition to any other remedy that the non-breaching party may have at law or in equity.

10.4 Notices. All notices under this Agreement will be in writing, in English and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after being sent, if sent for next day delivery by recognized overnight delivery service; or upon receipt, if sent by certified or registered mail, return receipt requested.

10.5 Assignment. This Agreement and the rights and obligations hereunder may not be assigned or otherwise transferred by either party without the prior written consent of the other, except that either party (without consent) may assign its rights and obligations hereunder to any of its Affiliates or to any successor to all or substantially all of its business that concerns this Agreement (whether by sale of stock or assets, merger, consolidation or otherwise). Any attempted transfer in violation hereof will be void and of no effect. LogiXML may also subcontract performance of any Service at any time. This Agreement will be binding upon, and inure to the benefit of, the successors, representatives, and permitted assigns of the parties.

10.6 Independent Contractors. The parties shall be independent contractors in their performance under this Agreement, and nothing contained herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

10.7 No Interference. During the term of this Agreement and for one (1) year thereafter, neither party will directly or indirectly recruit, employ or retain any employee of the other party, or otherwise solicit, induce or influence any employee to leave their employment with the other party, or attempt to do so, except with the other party's written consent.