



Commonwealth of Virginia
Virginia Information Technologies Agency

NEXT GENERATION SOFTWARE ANALYTICS

Optional Use Contract

Date: December 30, 2015

Contract #: VA-150915-COLL

Authorized User: Authorized User (AU): All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia*. Also includes 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>.

Contractor: Collibra Inc.
25 Broadway
9th Floor
New York, NY 10004

FIN: 80-0924168

Contact Person: Gregory Smith
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Pricing: Exhibit B

Term: September 15, 2015 – September 14, 2018

Payment: Net 30 days

For Additional Information, Please Contact:

Contract Information:

Supply Chain Management
Virginia Information Technologies Agency
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NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at <http://vita2.virginia.gov/procurement/contracts.cfm>

VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA): Prior review and approval by VITA for purchases in excess of \$100,000.00 is required for State Agencies and Institutions only.



Information Technology Solution Contract

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

Collibra Inc.

**INFORMATION TECHNOLOGY SOLUTION CONTRACT
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INFORMATION TECHNOLOGY SOLUTION CONTRACT

THIS INFORMATION TECHNOLOGY Solution CONTRACT (“Contract”) is entered into by and between the Virginia Information Technologies Agency (VITA) pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia (hereinafter referred to as “VITA”), and Collibra Inc. (“Supplier”), a corporation headquartered at 25 Broadway, New York, NY 10004 to be effective as of September 15, 2015 (“Effective Date”).

1. PURPOSE AND SCOPE

This Contract sets forth the terms and conditions under which Supplier shall provide Next generation software analytics to the Authorized Users. This includes next-generation analytics, supporting tools, the services needed to deploy and tune these tools, and training services. These tool sets include data governance.

2. DEFINITIONS

A. Acceptance

Successful delivery and performance by the Supplier of its contractual commitments at the location(s) designated in the applicable Statement of Work or order, including completed and successful Acceptance testing in conformance with the Requirements as determined by the Authorized User in the applicable Statement of Work or order.

B. Agent

Any third party independent agent of any Authorized User.

C. Authorized Users

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

<http://www.cicv.org/Our-Colleges/Profiles.aspx>. Business Day/Hour

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

E. Component

Software or Deliverable delivered by Supplier under this Contract, including under all orders or Statements of Work.

F. 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.

G. Confidential Information

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other Party in connection with or as a result of discussions related to this Contract or any order or SOW issued hereunder, and which at the time of disclosure either (i) is marked as being “Confidential” or “Proprietary”, (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party or (iv) is identifiable or should be reasonably considered as protected health information; (v) any personally identifiable information, including information about VITA’s employees, contractors, and customers, that is protected by statute or other applicable law.

H. Deliverable

The tangible embodiment of the work performed or Services, Maintenance Services, Licensed Services, Solution, Component, Software, plans, reports, data, Product, Supplier Product and Updates provided by the Supplier in fulfilling its obligations under the Contract or as identified in the applicable Statement of Work or order, including the development or creation of Work Product, if Work Product is authorized under the Contract.

I. (reserved)**J. Documentation**

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

K. Electronic Self-Help

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

L. Health Record

"Health record" means any written, printed or electronically recorded material maintained by a health care entity in the course of providing health services to an individual concerning the individual and the services provided. "Health record" also includes the substance of any communication made by an individual to a health care entity in confidence during or in connection with the provision of health services or information otherwise acquired by the health care entity about an individual in confidence and in connection with the provision of health services to the individual. (§ 32.1-127.1:03, Code of Virginia)

M. (reserved)**N. Maintenance Level**

The defined parameters of Maintenance Services, including the times during which and time-frames in which Supplier shall respond to a request for Maintenance Services. The available Maintenance Levels shall be as defined in Exhibit H hereto or as defined in any Statement of Work or order issued hereunder. The actual Maintenance Level for a unit of Software or Product shall be set forth in the executed order or Statement of Work for Maintenance of that Software or Product referencing this Contract.

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

If authorized by the Contract, means those services, preventive and remedial, provided or performed by Supplier under the Contract or for an Authorized User in order to ensure continued operation of the Software or Product, including Software Updates. Maintenance Services shall include support services. Software Maintenance Services may include the development of Work Product, if so authorized in the Contract.

P. Party

Supplier, VITA or any Authorized User.

Q. Protected Health Information

Protected health information means individually identifiable health information that is (i) transmitted in electronic media, (ii) maintained in electronic media, or (iii) transmitted or maintained in any other form or medium. Protected health information excludes individually identifiable health information in (a) education records covered by the Family Educational Rights

and Privacy Act (20 U.S.C. § 1232g); (b) records of any student who is 18 years of age or older, or is attending a postsecondary school, that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his professional or paraprofessional capacity, or assisting in that capacity, and that are made, maintained, or used only in connection with the provision of treatment to the student and are not available to anyone other than persons providing such treatment, except that such records may be personally reviewed by a physician or other appropriate professional of the student's choice; and (c) employment records held, in its role as employer, by a health plan, health care clearinghouse, or health care provider that transmits health information in electronic form. (§ 37.2-1032, Code of Virginia)

R. Receipt

An Authorized User or its Agent has physically received or has unfettered access to any Deliverable at the correct "ship-to" location.

S. Requirements

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Product, Software, Solution, Component, Service(s), Application and Licensed Services and Deliverables, as authorized by the Contract and/or as set forth in Exhibit A and/or the applicable Statement of Work or order and such other parameters, characteristics, or performance standards that may be agreed upon in writing by the Parties.

T. Services

Any work performed or service provided by Supplier in fulfilling its obligations under the Contract or, as applicable, any Statement of Work or order issued under the Contract, including design, and development of software and modifications, software updates, solution, products, implementation, installation, maintenance, support, testing, training, or other provision to the Authorized User of any Deliverable described in the applicable Statement of Work or order, as authorized by the Contract scope. As permitted by the scope of the Contract, may include the discovery, creation, or development of Work Product, if any. If Work Product is authorized, refer to definition for Work Product. This definition does not include Licensed Services.

U. Software

If Software is authorized under the Contract, means the programs and code provided by Supplier under the Contract or any order or SOW issued hereunder as a component(s) of any Deliverable or Component of any Solution, and any subsequent modification of such programs and code, excluding Work Product. For COTS (boxed) software, means the programs and code, and any subsequent releases, provided by Supplier under this Contract as set forth in Exhibit B or as described on Supplier's US and International price lists in effect at time of Authorized User's placement of order or Statement of Work. For Software Maintenance contracts Software also includes the programs and code provided by Supplier under the Contract or any order or SOW issued hereunder in the form of Software Updates.

V. Software Publisher

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

W. Solution

The Supplier's contractually committed technical approach for solving a technology business objective and associated Requirements as defined and authorized by the scope of the Contract or any order or Statement of Work issued under the Contract. Solution means all Supplier and Supplier's third-party providers' Components making up the Solution, including but not limited to Software, Product, configuration design, implementation, Supplier-developed interfaces, Services and Work Product.

X. Statement of Work (SOW)

The document template attached as Exhibit D (describing the deliverables, due dates, assignment duration and payment obligations for a specific project, engagement, or assignment

that Supplier commits to provide to an Authorized User), which, upon signing by both Parties, shall be deemed a part of the Contract.

Y. 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).

Z. Update

As applicable, any update, modification or new release of the Software, System Software, Application, Documentation or Supplier Product that Supplier makes generally available to its customers at no additional cost. Software Updates include patches, fixes, upgrades, enhancements, improvements, or access mode, including without limitation additional capabilities to or otherwise improve the functionality, increase the speed, efficiency, or base operation of the Software.

AA. 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. Work Product shall not include configuration of software.

3. TERM AND TERMINATION

A. Contract Term

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of three (3) years. VITA, in its sole discretion, may extend this Contract for up to two (2) additional one (1) year periods after the expiration of the initial three (3) year period. VITA will issue a written notification to the Supplier stating the extension period thirty (30) days prior to the expiration of any current term. In addition, performance of an order or SOW issued during the term of this Contract may survive the expiration of the term of this Contract, in which case all contractual terms and conditions required for the operation of such order or SOW shall remain in full force and effect until all of Supplier's obligations pursuant to such order or SOW have met the final Acceptance criteria of the applicable Authorized User.

B. Termination for Convenience

VITA may terminate this Contract, in whole or in part, or any order or SOW issued hereunder, in whole or in part, or an Authorized User may terminate an order or SOW, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason.

C. Termination for Breach or Default

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

If VITA deems the Supplier to be in breach and/or default, VITA shall provide Supplier with notice of breach and/or default and allow Supplier fifteen (15) days to cure the breach and/or default. If Supplier fails to cure the breach as noted, VITA may immediately terminate this Contract or any order or SOW issued hereunder, in whole or in part. If an Authorized User deems the Supplier to be in breach and/or default of an order or SOW, such Authorized User shall provide Supplier with notice of breach and/or default and allow Supplier fifteen (15) days to cure the breach and/or default. If Supplier fails to cure the breach and/or default as noted, such Authorized User may immediately terminate its order or SOW, in whole or in part. Any such termination shall be deemed a Termination for Breach or Termination for Default. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352 or if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs, VITA may

immediately terminate this Contract, in whole or in part, for breach, and VITA shall provide written notice to Supplier of such termination. Supplier shall provide prompt written notice to VITA if Supplier is charged with violation of 31 USC 1352 or if federal debarment proceedings are instituted against Supplier.

D. Termination for Non-Appropriation of Funds

All payment obligations from public bodies under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate this Contract, in whole or in part, or any order or SOW, in whole or in part, or an Authorized User may terminate an order or SOW, in whole or in part, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

E. Effect of Termination

Upon termination, neither the Commonwealth, nor VITA, nor any Authorized User shall have any future liability except for Deliverables accepted by the Authorized User or Services, including as applicable, Licensed Services and Maintenance Services, rendered by Supplier and accepted by the Authorized User prior to the termination date.

In the event of a Termination for Breach or Termination for Default, Supplier shall accept return of any Deliverable that was not accepted by the Authorized User(s), and Supplier shall refund any monies paid by any Authorized User for such Deliverable, and all costs of de-installation and return of Deliverables shall be borne by Supplier.

F. Termination by Supplier

Termination by Supplier will not be considered.

G. Transition of Services

Prior to or upon expiration or termination of this Contract and at the request of VITA, Supplier shall provide all assistance as VITA or an Authorized User may reasonably require to transition the Supplier's contractual obligations, or any portion thereof, as requested by VITA or the Authorized User, to any other supplier with whom VITA or such Authorized User contracts for provision of same. This obligation may extend beyond expiration or termination of the Contract for a period not to exceed three (3) months. In the event of a termination for breach and/or default of Supplier, Supplier shall provide such assistance at no charge or fee to VITA or any Authorized User; otherwise, Supplier shall provide such assistance at the hourly rate or a charge agreed upon by Supplier and VITA or an Authorized User.

H. Contract Kick-Off Meeting

Within 30 days of Contract award, Supplier may be required to attend a contract orientation meeting, along with the VITA contract manager/administrator, the VITA and/or other agency project manager(s) or authorized representative(s), technical leads, VITA representatives for SWaM and Sales/IFA reporting, as applicable, and any other significant stakeholders who have a part in the successful performance of this Contract. The purpose of this meeting will be to review all contractual obligations for both parties, all administrative and reporting requirements, and to discuss any other relationship, responsibility, communication and performance criteria set forth in the Contract. The Supplier may be required to have its assigned account manager as specified in Section 6.0 and a representative from its contracts department in attendance. The time and location of this meeting will be coordinated with Supplier and other meeting participants by the VITA contract manager.

I. Contract Closeout

Prior to the contract's expiration date, Supplier may be provided contract close out documentation and shall complete, sign and return to VITA Supply Chain Management within 30 days of receipt. This documentation may include, but not be limited to: Patent/Royalty Certificate, Tangible Property/Asset Certificate, Escrow Certificate, SWaM Reports Completion Certificate, other required Small Business (SWaM) Procurement Plan compliance/variance and non-SWaM spend documentation as described in the Reporting section of this Contract, Sales Reports/IFA

Payments Completion Certificate, and Final Payment Certificate. Supplier is required to process these as requested to ensure completion of close-out administration and to maintain a positive performance reputation with the Commonwealth of Virginia. Any closeout documentation not received within 30 days of Supplier's receipt of the Commonwealth's request will be documented in the contract file as Supplier non-compliance. Supplier's non-compliance may affect any pending payments due the Supplier, including final payment, until the documentation is returned.

4. SUPPLIER PERSONNEL

A. Selection and Management of Supplier Personnel

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

B. Supplier Personnel Supervision

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

C. Key Personnel

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

D. Subcontractors

Supplier shall not use subcontractors to perform its contractual obligations under the Contract or any order or SOW issued thereunder unless specifically authorized in writing to do so by the Authorized User. If an order or SOW issued pursuant to this Contract is supported in whole or in part with federal funds, Supplier shall not subcontract to any subcontractor that is a party excluded from Federal Procurement and Nonprocurement Programs. In no event shall Supplier subcontract to any subcontractor which is debarred by the Commonwealth of Virginia or which owes back taxes to the Commonwealth and has not made arrangements with the Commonwealth for payment of such back taxes.

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

5. NEW TECHNOLOGY

A. Access to New Technology

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

B. New Service Offerings Not Available from Supplier

If new or replacement product or service offerings become available to VITA under the scope of the Contract, and cannot be competitively provided by the Supplier, VITA may purchase such new or replacement products or services from a third party, and Supplier will reasonably assist VITA to migrate to such products or services, if VITA elects to use such new or replacement product or service offerings.

If VITA elects to acquire new products or services as described in the above paragraph and such services replace existing Supplier-provided services, discount tiers and any commitments (as applicable per the Contract) will be reduced to reflect reductions in purchases of the replaced products or services.

6. SOFTWARE LICENSE

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body. If Authorized User is a private institution of higher education which is listed at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>, the license shall be held by that private institution.

A. License Grant

Supplier grants to the Commonwealth and all Authorized Users a fully paid, perpetual, worldwide, nonexclusive, transferable, irrevocable object code license to use, copy, modify, transmit and distribute the Software and Documentation including any subsequent revisions, in accordance with the terms and conditions set forth herein and subject only to the limitations and/or restrictions explicitly set forth in this Contract. It is expressly understood that "perpetual" license rights shall commence upon delivery of the Software to the Authorized User and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the Contract. The Software is the property of Supplier, and no title or ownership of the Software or any of its parts, including Documentation, shall transfer to the Commonwealth or any Authorized User.

The Commonwealth and all Authorized Users shall have the right to use, copy, modify, transmit and distribute the Software for their benefit, for government use and purposes, and for the benefit of their Agents, including internal and third-party information processing.

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

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.

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. Nothing contained in this Section shall obligate Supplier to replace or assist in the recovery of data lost concurrent with the loss of the Software.

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. Such Authorized User agrees that any copies of the Software or Documentation that it makes under this Contract shall bear all copyright, trademark and other proprietary notices included therein by Supplier. An Authorized User may add its own copyright

or other proprietary notice, or copyright or other proprietary notice of the Commonwealth, to any copy of the Software or Documentation, which contains modifications to which the Commonwealth or such Authorized User has ownership rights pursuant to this Contract.

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

Except as provided or allowed by law, no Party shall reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any software or other intellectual property of any other Party.

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

Compliance with the terms and conditions of any license granted pursuant to this Contract is solely the responsibility of the Authorized User which purchased such license or for which such license was purchased and not the responsibility of VITA, unless VITA purchased such license on its own behalf.

B. License Type

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

[option C1 - Designated CPU License]

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

[option C2 - Concurrent User License]

The license(s) granted under this Section authorizes use of 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 or SOW pursuant to this Contract. An Authorized User may increase the number of Concurrent User licenses upon issuing an order or SOW for additional Concurrent User licenses. The license fee for additional Concurrent User licenses and payment of the license fee is set forth on Exhibit B.

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

Notwithstanding any other provision or other unilateral license terms which may be issued by Supplier after the Effective Date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for a Solution, the components of which are licensed under this Contract, or the fact that such other agreement may be affixed to or accompany Software upon delivery ("shrink wrap"), the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder.

7. RIGHTS TO WORK PRODUCT

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, any license to pre-existing work shall be held by, and all rights in, title to, and ownership of Work Product shall vest with the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, 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

public body. If Authorized User is a private institution of higher education which is listed at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>, 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 private institution.

A. Work Product

VITA and Supplier each acknowledge that performance of this Contract may result in Work Product. The Parties shall document all Work Product specifications and such specifications shall be made an incorporated exhibit to this Contract. Supplier agrees that it shall promptly and fully disclose to the Commonwealth or the Authorized User any and all Work Product generated, conceived, reduced to practice or learned by Supplier or any of its employees, either solely or jointly with others, during the term or performance of this Contract, which in any way relates to the business of the Commonwealth, VITA or any Authorized User. Supplier further agrees that neither Supplier nor Supplier's employees, contractors, agents or subcontractors, nor any party claiming through Supplier or Supplier's employees, shall, other than in the performance of this Contract, make use of or disclose to others any proprietary information relating to the Work Product. All Services performed hereunder shall include delivery of all source and object code and all executables and documentation for all Work Product. Supplier shall at no time deny access to the Work Product, regardless of form, by the Commonwealth or the Authorized User.

B. Ownership

Supplier agrees that, whether or not the Services are considered "works made for hire" or an employment to invent, all Work Product discovered, created or developed under this Contract shall be and remain the sole property of the Commonwealth and its assigns or the Authorized User and its assigns. Except as specifically set forth in writing and signed by both VITA and Supplier, or Authorized User and Supplier, Supplier agrees that the Commonwealth or the Authorized User shall have all rights with respect to any Work Product discovered, created or developed under this Contract without regard to the origin of the Work Product.

If and to the extent that Supplier may, under applicable law, be entitled to claim any ownership interest in the Work Product, Supplier hereby irrevocably transfers, grants, conveys, assigns and relinquishes exclusively to the Commonwealth or the Authorized User any and all right, title and interest it now has or may hereafter acquire in and to the Work Product under patent, copyright, trade secret and trademark law in perpetuity or for the longest period otherwise permitted by law. If any moral rights are created, Supplier waives such rights in the Work Product. Supplier further agrees as to the Work Product to assist the Commonwealth or the Authorized User in every reasonable way to obtain and, from time to time, enforce patents, copyrights, trade secrets and other rights and protection relating to the Work Product, and to that end, Supplier and its employees shall execute all documents for use in applying for and obtaining such patents, copyrights, and other rights and protection, and in protecting trade secrets, with respect to such Work Product, as the Commonwealth or the Authorized User may reasonably request, together with any assignments thereof to the Commonwealth or the Authorized User or entities designated by the Commonwealth or the Authorized User.

C. Pre-existing Work

If and to the extent that any pre-existing rights are embodied or reflected in the Work Product, Supplier hereby grants to the Commonwealth or the Authorized User the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of and prepare derivative works based upon such pre-existing rights and any derivative works thereof and (ii) authorize others to do any or all of the foregoing.

D. Return of Materials

Upon termination of this Contract or in the event Authorized User terminates any order or SOW issued hereunder, Supplier shall immediately return to VITA or the appropriate Authorized User all copies, in whatever form, of any and all Confidential Information, Work Product and other properties provided by VITA or such Authorized User, which are in Supplier's possession, custody or control.

8. GENERAL WARRANTY

Supplier warrants and represents to VITA that Supplier will fulfill its contractual obligations and meet all needed requirements as described in Exhibit A as follows:

A. Ownership

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

B. Reserved**C. Component Warranty**

For any Software or Deliverable ("Component"), the applicable warranty period shall be the period from written acceptance of the Component until final acceptance of the Solution, or as specified in the applicable order or SOW.

D. Interoperability Warranty

Supplier warrants that each Component, regardless of the origin of the Component, delivered under this Contract or pursuant to an order or SOW shall be interoperable with other Components so as to meet or exceed the performance specified in the Requirements and the applicable order or SOW.

E. Performance Warranty

Supplier warrants and represents the following with respect to Performance:

- i. All contractual obligations shall be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in Supplier's profession, and Supplier shall be responsible for the professional quality, technical accuracy, completeness and coordination of all plans, information, specifications, Deliverables and Services furnished under this Contract;
- ii. All contractual obligations pursuant to a particular Request for Proposal ("RFP") or Invitation for Bid ("IFB"), quote, or Request for Quote (RFQ), and any associated Deliverables shall be fit for the particular purposes specified by VITA in the RFP/IFB and in this Contract and, if applicable, by the Authorized User requesting such quote or issuing such RFQ, and Supplier is possessed of superior knowledge with respect to its contractual obligations and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing its contractual obligations;

F. Documentation and Deliverables

Supplier warrants the following as applicable to the Contract:

- i. The Solution or Software is pursuant to a particular Request for Proposal ("RFP") or Invitation for Bid ("IFB"), quote, or Request for Quote (RFQ), and therefore such Solution or Software shall be fit for the particular purposes specified by VITA in the RFP/IFB and in this Contract, and if applicable, by the Authorized User requesting such quote or issuing such RFQ. Further, Supplier is possessed of superior knowledge with respect to the Solution of Software and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing the Solution or Software;
- ii. If the RFP/IFB or RFQ specified or if Exhibit A or Supplier's quote specifies the hardware equipment an Authorized User shall use to run the Solution, then Supplier warrants the Solution, and any subsequent Solution Component Software release, is compatible with and shall perform well with such hardware equipment;
- iii. The Solution provided hereunder includes Component Software at the current release level unless an Authorized User specifies an older version in its order or SOW;
- iv. No corrections, work arounds or future Software or Solution Component Software releases provided by Supplier under the warranty provisions or under maintenance shall degrade the Solution, cause any other warranty to be breached, or require an Authorized User to acquire additional hardware equipment or software;

v. Supplier warrants that the Documentation and all modifications or amendments thereto which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a user/programmer to understand fully the Solution or Solution Component or to load/use/operate the Software without reference to any other materials or information.

G. Malicious Code

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

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

H. Open Source

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

I. Supplier's Viability

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

J. Supplier's Past Experience

Supplier warrants that it has met similar contractual obligations and fulfilled the Requirements as set forth in Exhibit A and in this Contract, in similar or greater complexity, to other customers without significant problems due to Supplier's performance and without causing a contractual breach or default claim by any customer.

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

9. DELIVERY AND INSTALLATION

A. Scheduling

Supplier shall deliver the Solution, including any Component parts, and complete performance of Services according to the delivery dates set forth on the appropriate order or SOW.

Supplier shall make available all appropriate and/or related Documentation at the time of delivery of the relevant Component of the Solution. Any Solution Component delivered without the appropriate and required Documentation shall be considered "shipped short" until the applicable documentation has been received.

B. Deployment of Solution**1. Supplier Deployment of Solution**

The Solution fee includes initial deployment of the complete Solution. Supplier is required to deploy the Solution in accordance with the deployment schedule set forth on the order or SOW. Deployment shall include the installation of any Software Component and, if agreed, any hardware Component, of the Solution. Supplier shall conduct its standard appropriate diagnostic evaluation at the Authorized User's user site to determine that the Solution is properly deployed and fully ready for productive use, and shall supply such Authorized User with a copy of the results of the diagnostic evaluation promptly after completion of deployment.

Supplier agrees that failure to deploy the Solution in accordance with the delivery schedule in the applicable order or SOW shall constitute a material breach of this Contract resulting in damages to such Authorized User. As an estimate of the damages such Authorized User shall suffer, Supplier agrees to credit such Authorized User an amount equal to one percent (1%) of the total Solution fee, for each day after the scheduled deployment date that the Solution has not been deployed for a period of thirty (30) days following the agreed upon delivery date. If the delay lasts longer than thirty (30) days, such Authorized User may immediately cancel the order or SOW and collect damages for each day of that period of late delivery. Such Authorized User reserves any and all other remedies available at law or in equity for delays lasting longer than thirty (30) days or for non-deployment.

2. Authorized User Installation of Software

If the Solution includes Software which may be installed by an Authorized User and such Authorized User elects to install the Software itself, the Software shall be deemed to be installed when all programs, program libraries and user interfaces are copied to and initialized on the appropriate equipment as executable by having the ordering Authorized User invoke the primary function of each major Component of the Software or when Acceptance criteria as specified in the Authorized User's order or SOW have been met. Authorized User shall provide to Supplier written notice of Acceptance upon completion of installation and successful Acceptance testing. Supplier shall proceed with full deployment of the Solution concurrently with or after Authorized User's installation of the Software, as agreed between the Authorized User and Supplier in the order or SOW.

C. Documentation of Software Configuration

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

10. ACCEPTANCE**A. Software and Deliverable Acceptance Criteria**

Software and Deliverables shall be deemed accepted when the Authorized User determines that such Software and Deliverables successfully operate in accordance with the Requirements and applicable order or SOW. At a minimum, Acceptance Criteria for Software and Deliverables, and for the Solution as a whole, shall ensure that all of the functionality described in the Requirements set forth in Exhibit A and required by the Authorized User in the applicable order or SOW has been delivered to the Authorized User. Acceptance of any one Deliverable shall not imply Authorized User's concurrence that the Deliverable will function properly with or within the Solution. Supplier shall be responsible for ensuring that all Deliverables function properly within the Solution. Should a previously Accepted Deliverable require further modification in order to work properly with or within the Solution, Supplier shall be responsible for all costs associated with such modification. Such Authorized User agrees to commence Acceptance testing within five (5) days, or within such other period as set forth in the applicable order or SOW, after receipt of the Software or Deliverable. Acceptance testing will be no longer than fifteen (15) days, or such other period as may be agreed in writing between Authorized User and Supplier, for the first instance of each product type set forth in Exhibit B. Supplier agrees to provide to such

Authorized User such assistance and advice as such Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than pre-approved travel expenses for time and materials type orders or SOWs or for fixed price type orders or SOWs in which travel expenses were expressly excluded from the total price of the order or SOW. Any such travel expenses 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>), or a successor URL(s)). If the Authorized User is a private institution chartered in Virginia and 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. Authorized User shall provide to Supplier written notice of Acceptance upon completion of successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Service shall be deemed Accepted.

B. Software and Deliverable Cure Period

Supplier shall correct any non-conformities identified during Acceptance testing and re-submit such non-conforming Software or Deliverable for re-testing within fifteen (15) days of receipt of the appropriate Authorized User's written notice of non-conformance, or as otherwise agreed between such Authorized User and Supplier in the applicable order or SOW. Should Supplier fail to cure the non-conformity or deliver Software or a Deliverable which meets the Requirements, 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. Failure of the Software or a Deliverable to meet, in all material respects, the Requirements after the second set of acceptance tests shall constitute a default by Supplier. In the event of such default, the Authorized User may, at its sole discretion, terminate its order or SOW, in whole or in part, for the Solution to be provided thereunder by Supplier.

C. Solution Acceptance Criteria

Solution shall be deemed accepted when the Authorized User determines that such Solution successfully operates in accordance with the Requirements. Such Authorized User agrees to commence Acceptance testing within five (5) days after deployment of the Solution. Acceptance testing will be completed within fifteen (15) days, or such other period as may be agreed in writing between Authorized User and Supplier, after deployment of the Solution. Supplier agrees to provide to such Authorized User such assistance and advice as such Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than pre-approved travel expenses for time and materials type orders or SOWs or for fixed price type orders or SOWs in which travel expenses were expressly excluded from the total price of the order or SOW. Any such travel expenses 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>, or a successor URL(s)). If the Authorized User is a private institution chartered in Virginia and 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. Authorized User shall provide to Supplier written notice of Acceptance upon completion of successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Service shall be deemed Accepted.

D. Solution Cure Period

Supplier shall correct any non-conformities identified hereunder and shall thereafter re-submit such previously non-conforming Solution or Component products or Services for re-testing within fifteen (15) business days of receipt of written notice of non-conformance to Supplier, or as otherwise agreed between the Authorized User and Supplier. Should Supplier fail to deliver a Solution which meets the Requirements, such Authorized User may, in its sole discretion: (i)

reject the Solution in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Solution with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Solution while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of the Solution to meet, in all material respects, the specifications and performance standards after the second set of acceptance tests shall constitute a default by Supplier. In the event of such default, the Authorized User may, at its sole discretion, terminate its order or SOW, in whole or in part, for the Solution to be provided hereunder by Supplier.

11. WARRANTY AND MAINTENANCE SERVICES

At any time during the Warranty or Maintenance Period, as applicable, Supplier shall provide the following warranty or maintenance services (including unlimited telephonic support and all necessary travel and labor) to maintain the Solution in accordance with the Requirements. During the Warranty Period, such services shall be performed without additional charge to any Authorized User. During the Maintenance Period, charges shall be in accordance with this Section and Exhibit B.

A. Known Defects

Promptly notify all Authorized Users in writing of any defects or malfunctions in the Solution or Documentation of which it learns from any source, correct any such defects or malfunctions or provide a work around until corrected, within five (5) days of Supplier's knowledge of such defect or malfunction and provide all Authorized Users with corrected copies of same.

B. 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.

C. Coverage

Refer to Exhibit H

D. Service Levels

Refer to Exhibit H

E. Software Evolution

Should Supplier or Software Publisher merge or splinter the Software previously provided to any Authorized User, such action on the part of Supplier or Software Publisher 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.

If Supplier or Software Publisher 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 Commonwealth or 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.

If Supplier or Software Publisher releases an option, future Software product or other release that has substantially the same functionality as the Software products provided under this Contract, and Software Publisher and/or Supplier ceases to provide maintenance for the older Software product, then Supplier shall offer the Commonwealth or the Authorized User the option to exchange licenses for such replacement Software product or function at no additional charge.

F. Escalation Procedures

Refer to Exhibit H

G. Remedies

Refer to Exhibit H

If Supplier is unable to make the Solution or any Component thereof conform, in all material respects to the order or SOW issued by the Authorized User, within thirty (30) days following

notification by an Authorized User, Supplier shall, at such Authorized User's request, accept return of the tangible Solution Components, and (a) during the Warranty Period, return all monies paid by such Authorized User for the returned Solution Components and Documentation or (b) during any subsequent Maintenance Period, return all monies paid by such Authorized User for the returned Solution Components and Documentation, pro-rated using the straight-line method for an estimated Solution life cycle of seven (7) years. Authorized User shall discontinue use of any Solution Component Software or product.

H. Solution Support Services (Maintenance) and Renewal Options

Sixty (60) days prior to the expiration of the Warranty Period, Supplier shall notify the Authorized User in writing of such expiration, and the Authorized User, at its sole discretion, may order from Supplier Solution support Services ("Maintenance Services"), including new Software releases, updates and upgrades, for a period of one (1) year ("Maintenance Period") and for an annual fee as described in Exhibit B of the Software license fee paid by any Authorized User for its then current installed base. Supplier shall notify the Authorized User sixty (60) days prior to the expiration of the Maintenance Period, and the Authorized User, at its sole discretion, may renew Maintenance Services for an additional one (1) year period. The annual fee for Maintenance Services shall not exceed the fee charged for the preceding year's Maintenance Services by more than three percent (3%), or the annual change in CPI, as defined in the Fees and Charges section, in effect at the time, whichever is less. Supplier warrants that it shall make Support Services available for all the Solution components listed in Exhibit B for a period of at least three (3) years from the expiration of the initial Warranty Period of any Solution provided to an Authorized User pursuant to this Contract. Cancellation of Maintenance Services by an Authorized User shall not affect this Contract or the grant of any license by Supplier.

12. FEES, ORDERING AND PAYMENT PROCEDURE

A. Fees and Charges

As consideration for the Supplier's performance obligations and any additional products and services provided hereunder to an Authorized User in accordance with the scope of this Contract and the Requirements, as authorized by Exhibit A, and per the Authorized User's order or SOW, an Authorized User shall pay Supplier the fee(s) set forth on Exhibit B, which lists any and all fees and charges. The fees and any associated discounts shall be applicable throughout the term of this Contract; provided, however, that in the event the fees or discounts apply for any period less than the entire term, Supplier agrees that it shall not increase the fees more than once during any twelve (12) month period, commencing at the end of year one (1). No such increase shall 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. Any such change in price shall be submitted in writing to VITA and to the Authorized User if such change impacts any SOW or order and in accordance with the above and shall not become effective for sixty (60) days thereafter. Supplier agrees to offer price reductions to ensure compliance with the Competitive Pricing Section.

B. Ordering

Notwithstanding all Authorized User's rights to license or purchase Supplier's products or services under this Contract, an Authorized User is under no obligation to purchase or license from Supplier any of Supplier's products or services. This Contract is optional use and non-exclusive, and all Authorized Users may, at their sole discretion, purchase, license or otherwise receive benefits from third party suppliers of products and services similar to, or in competition with, the products and services provided by Supplier.

Supplier is required to accept any order or placed by an Authorized User through the eVA electronic procurement website portal (<http://www.eva.virginia.gov/>). eVA is the Commonwealth of Virginia's e-procurement system. 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:

- i. Purchase Order (PO): An official PO form issued by an Authorized User.
- ii. Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User.

This ordering authority is limited to issuing orders or SOWs for the contractual offerings and Requirements available under the scope of this Contract. Under no circumstances shall any Authorized User have the authority to modify this Contract. An order or SOW from an Authorized User may contain additional terms and conditions; however, to the extent that the terms and conditions of the Authorized User's order or SOW are inconsistent with the terms and conditions of this Contract, the terms of this Contract shall supersede.

Notwithstanding the foregoing, Supplier shall not accept any order or SOW from an Authorized User if such order or SOW is to be funded, in whole or in part, by federal funds and if, at the time the order or SOW 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 OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER OR SOW PLACED BY ANY AUTHORIZED USER ARE THE SOLE OBLIGATION OF SUCH AUTHORIZED USER AND NOT THE RESPONSIBILITY OF VITA UNLESS SUCH AUTHORIZED USER IS VITA.

C. Reproduction Rights for Supplier-Provided Software

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

D. Reimbursement of Expenses

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

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

E. Demonstration

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

F. Statement of Work

An SOW, the template provided in Exhibit D, shall be required for any orders placed by an Authorized User pursuant to this Contract. Supplier shall perform any and all contractual obligations at the times and locations set forth in the applicable SOW and at the rates set forth in Exhibit B herein. Unless VITA issues a written authorization for a time and materials type SOW, any SOW shall be of a fixed price type but may, with the written approval of VITA, contain a cost-

reimbursable line item(s) for pre-approved travel expenses. In furtherance of compliance, invoicing, and auditing requirements, for time and materials type SOWs, Supplier personnel shall maintain daily time records of hours and tasks performed, which shall be submitted or made available for inspection by the Authorized User upon forty-eight (48) hours advance written notice.

Any change to an SOW must be described in a written change request (template provided as Exhibit E). Either Party to an SOW may issue a change request that will be subject to written approval of the other Party before it becomes part of this Contract. In no event shall any SOW or any modification thereto require the Supplier to provide any products or services that are beyond the scope of this Contract as such scope is defined in Exhibit A hereto.

G. Supplier Quote and Request for Quote

Should an Authorized User determine that a competitive process is required to ensure it receives the best value for its needed solution, product and/or services under this contract, such Authorized User may, at its sole discretion, on a case-by-case basis and upon approval by VITA, use a Request for Quote (RFQ) process to obtain identical or similar solutions, products and/or services to those provided by Supplier pursuant to this Contract. The RFQ process is typically used when an Authorized User requires a complete solution that may be fulfilled by Products and Services herein, but whose complexity or size may result in economies that could not be passed on to the Authorized User within the confines of the established contract catalog discount pricing. When an RFQ is used, the project timing and requirements will be clearly outlined in the RFQ document. In some situations, the Authorized User may not identify the exact specifications required. If that is the case, the RFQ respondents will be given the opportunity to identify and propose their recommended specifications.

Supplier shall respond to the RFQ by providing a quote, which shall include (a) a detailed description of each product or service proposed, including such product and services components, at the Exhibit B line item level, (b) the quantity of each such component, (c) the contract price, (d) any additional percentage discount offered, and (e) an extended price. If requested by the Authorized User, Supplier's quote shall also include a proposal describing the approach Supplier plans to take in developing, implementing, and maintaining its offering for the Authorized User. Should Supplier be unable to respond to the RFQ due, for example, to resource constraints, Supplier shall notify Authorized User in writing of its inability to perform the work requested by such Authorized User, and provide the reasons for such inability to perform, prior to the due date for the submission of quotes in response to the RFQ.

H. Invoice Procedures

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

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

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

I. Purchase Payment Terms

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

13. REPORTING

Supplier is required to submit to VITA the following monthly reports:

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

These reports must be submitted using the instructions and further detailed requirements and templates found at the following URL: <http://www.vita.virginia.gov/scm/default.aspx?id=97>

Suppliers are encouraged to review the site periodically for updates on Supplier reporting requirements and methods.

In conjunction with the requirements in the Invoice Procedures section of this Contract, Supplier shall provide to VITA within 30 days of the date of expiration of the contract an accompanying statement certifying that Supplier has fully complied with the Contract's Small Business (SWaM) Procurement Plan, and if Supplier has not fully complied, provide a written explanation of any variances between such Plan and the actual participation. The Supplier's compliance confirmation and/or written explanation of variance shall be maintained by VITA, in the contract file.

Failure by Supplier to comply with its contractually obligated Small Business (SWaM) Procurement Plan may prohibit or delay any renewals of the Contract. Also, Supplier's failure to comply with its Small Business (SWaM) Procurement Plan or to explain any variance between the proposed Plan and actual SWaM subcontracting spend may result in the withholding of any final payment due Supplier.

Failure to comply with all reporting requirements may result in default of the Contract.

14. STATUS MEETINGS

The account team will be prepared to conduct monthly stewardship meetings with VITA to provide a broad review of all services, projects and ongoing operations. Supplier should also be prepared to conduct semi-annual meetings/presentations to discuss new products and services and their potential benefit to VITA.

15. STEERING COMMITTEE

In order to facilitate mutually beneficial contractual relationships with suppliers, VITA has procedures for establishing a steering committee ("Steering Committee"), consisting of senior management personnel, including personnel involved in the contractual relationship, from VITA and Supplier.

Roles of the Steering Committee include but are not be limited to a) identifying potential issues which may arise during the performance of a contract, b) discussing and assigning roles and responsibilities, c) establishing methods for quickly resolving potential disputes, d) setting rules for communication and decision making, e) monitoring and measuring the business relationship between the parties, and f) acting as a final decision board for escalated problems.

A meeting of the Steering Committee is intended to be a forum for brainstorming and sharing ideas, emphasizing respect, cooperation, and access, with the end goal of developing relationships to avoid conflict. A facilitator may, but is not required to, conduct a meeting of the Steering Committee.

A Steering Committee for this Contract will be formed at VITA's option. Meetings may be held at any time during the Contract term, should VITA, at its sole discretion, determine that a meeting(s) would be beneficial to the contractual relationship, and Supplier agrees to participate in such meeting(s). In addition, Supplier may at any time submit a written request to VITA for a meeting of the Steering Committee, which VITA will not unreasonably deny.

Supplier shall ensure the availability of the appropriate personnel to meet with the VITA contract management team. Additional Steering Committee meetings involving representatives from VITA, the Supplier, and an Authorized User may be required prior to or during performance on any specific SOW issued pursuant to this Contract.

16. RESERVED

17. TRAINING AND DOCUMENTATION

A. Training

In addition to any online tutorial training Supplier may make available, Supplier's fee, unless expressly excluded, includes all costs for any and all training as agreed upon for the training of one (1) Authorized User trainer per order or SOW on the use and operation of the Deliverable provided to Authorized User, to allow full benefit of the applicable Deliverable to Authorized User, including instruction in any necessary conversion, manipulation or movement of such Authorized User's data. Supplier shall provide personnel sufficiently experienced and qualified to conduct such training at a time and location mutually agreeable to Supplier and Authorized User. Available additional and optional training, and applicable pricing and discounts, are described in Exhibit B.

B. Documentation

Supplier shall deliver to Authorized User three (3), or such number as agreed upon between the parties under an order or SOW, complete hard copies or electronic media of Documentation applicable to Supplier's Deliverable provided to Authorized User, as requested by such Authorized User. Should Supplier revise or replace the Documentation, or should Documentation be modified to reflect Updates, Supplier shall deliver to the Authorized User such updated or replacement Documentation, in the same quantity and media format as originally requested by such Authorized User, or as agreed upon between the parties. Any Authorized User shall have the right, as part of any license grant, to make as many additional copies of the Documentation, in whole or in part, for its own use as required. This Documentation shall include, but not be limited to, overview descriptions of all major functions, detailed step-by-step installation and operating procedures for each screen and activity, and technical reference manuals. Such Documentation shall be revised to reflect any modifications, fixes or updates made by Supplier. Any Authorized User shall have the right, as part of the license granted by Supplier, at its own discretion, to take all or portions of the Documentation, modify or completely customize it in support of the authorized use of the licensed application or software and may duplicate such Documentation and include it in such Authorized User's document or platform. All Authorized Users shall continue to include Supplier's copyright notice.

18. AUTHORIZED USER SELF-SUFFICIENCY

Prior to or at any time during Supplier's performance of an order or SOW issued pursuant to this Contract, an Authorized User may require that Supplier provide to Authorized User a detailed plan to develop Authorized User self-sufficiency and to transition operation and management to Authorized User or its Agent, which Agent may be VITA, or an agent of VITA, or a third party provider under contract with Authorized User. At Authorized User's request and pursuant to an order or SOW for Supplier's Services issued hereunder, Supplier shall provide all assistance reasonably required by Authorized User to develop Authorized User's self-sufficiency in operating and managing the Solution, Software, Products and/or Services that Supplier provided to Authorized User under the applicable

order or SOW. During and/or after the transition period, Authorized User may, at its sole discretion, elect to order or continue Maintenance Services from Supplier, if authorized under the scope of the Contract, for any of the Software or hardware Product, components or Solution Components delivered to Authorized User by Supplier.

19. RESERVED

20. ESCROW AGREEMENT

Supplier shall maintain copies of all Software source code and related technical and user Documentation, in English, in an escrow account, and shall maintain with escrow agent the executed agreement attached hereto as Exhibit C (Escrow Agreement). VITA acknowledges that, prior to the Effective Date of this Contract, Supplier delivered to VITA and VITA received a copy of the executed Escrow Agreement naming the Commonwealth of Virginia as a third party beneficiary. VITA has reviewed Escrow Agreement to ensure that such Escrow Agreement does not impose upon the Commonwealth any requirements other than administrative responsibilities necessary for the operation of the Escrow Agreement. 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:

- i. the source code for the Software and all future release versions,
- ii. identification of the development/support technology stack, including but not limited to, every software tool, driver, script, app, etc. with versions and details needed to develop, test, support all phases of the SDLC for all tiers of the Software as used in the Authorized User's solution or operating environment,
- iii. all Documentation related thereto as well as all necessary and available information, proprietary information must be in English,
- iv. technical Documentation must be in English and shall enable VITA, any Authorized User, or an Agent of VITA or any Authorized User to create, maintain and/or enhance the Software without the aid of Supplier or any other person or reference to any other materials, maintenance tools (test programs and program specifications), or proprietary or third party system utilities (compiler and assembler descriptions); descriptions of the system/program generation; and descriptions of any Supplier tools required to enable VITA and all Authorized Users to continue to use the Software, and
- v. all Documentation must be provided in unprotected MS Word and other commonly used formats that can be updated.

Supplier warrants that all items, including future versions, deposited in escrow for VITA or an Authorized User shall be verified by the Escrow Agent within 30 days after deposit to validate the completeness, accuracy and functionality of the Supplier's escrow deposits. The verification process to be performed by the Escrow Agent for the original deposit and subsequent deposits shall be detailed in the Escrow Agreement and a detailed report of all tests of such verification shall be submitted in writing to VITA or the Authorized User within 10 business days of completion. To perform such verification, Escrow Agent shall conduct a verification process that includes but is not be limited to:

- i. File List Test - To ensure the deposited items are catalogued and confirm they are readable and virus free, and if encrypted, that the Escrow Agent has the decryption keys on deposit.
- ii. Inventory and Analysis Test – To provide a complete audit and inventory of the deposit including analysis of deposited media to verify the presence of build instructions, to identify all of materials necessary to recreate the original development environment and to confirm the presence of all build instructions, file classification tables, database schema and listings.

- iii. Compile Test – To validate whether the development environment can be recreated from the deposited documentation and files; to identify third-party libraries, to recreate the Supplier's development environment; to compile source files and modules, to recreate executable code and to prepare a complete list of any hardware or software configurations.
- iv. Binary Comparison Test – To test the functionality of the complied deposit materials by comparing the files built in compile testing to the licensed, executable file running at VITA's or Authorized User's site.
- v. Full Usability Test – To confirm the source code placed in escrow will be fully functional in the event of a release and to perform a relevant series of tests to ensure that replicated software runs properly in the required VITA or Authorized User environment.
- vi. Final Operability Test – To perform a final demonstration of the functioning software.
- vii. Fault Remedy – To collaborate with Supplier on fixing any faults discovered during the testing, to obtain corrected escrow items and to re-perform any verification tests as necessary until all tests are successful, with written detailed reports to VITA or the Authorized User.

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 breach or default under this Contract, Supplier's bankruptcy, Supplier's failure to continue to do business in the ordinary course. Supplier agrees to pay all expenses associated with establishing and maintaining the escrow account and the contents mentioned above.

Subject to the information and materials listed on Attachment A of the Escrow Agreement being released to the Commonwealth pursuant to the terms of the Escrow Agreement, Supplier hereby grants to the Commonwealth a royalty-free, 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.

Any Authorized User which is not a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia may require Supplier to execute an additional escrow agreement subject to the same requirements and binding Supplier to the same obligations as described above but naming such Authorized User as the beneficiary of the escrow agreement. Subject to the information and materials listed in such escrow agreement being released to such Authorized User, Supplier hereby grants to such Authorized User a royalty-free, 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 to such Authorized User, along with all related documentation.

21. CONFIDENTIALITY

A. Treatment and Protection

Each Party shall (i) hold in strict confidence all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, an Authorized User may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or agents of such Authorized User that are bound by non-disclosure contracts with such Authorized User. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

B. Exclusions

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

- i. in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;

- ii. obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;
- iii. developed independently by the receiving Party without reference to the Confidential Information of the other Party; or
- iv. required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

C. Return or Destruction

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

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

D. Confidentiality Statement

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

E. Health Insurance Portability and Accountability Act

Supplier agrees to comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and, as applicable to the performance of this Contract or to any SOW or order issued hereunder. Supplier shall:

- i. Not use or further disclose protected health information (PHI) other than as permitted or required by the terms of this Contract or any SOW or order issued hereunder or as required by law;
- ii. Use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Contract or any SOW or order issued hereunder;
- iii. Report to VITA or Authorized User, as applicable, any use or disclosure of PHI not provided for by this Contract or the applicable SOW or order;
- iv. Mitigate, to the extent practicable, any harmful effect that is known to the Supplier of a use or disclosure of PHI by the Supplier or its employees, agents or subcontractors in violation of the requirements of this Contract or the applicable SOW or order;
- v. Impose the same requirements and restrictions contained in this provision on its employees, subcontractors and agents performing on this Contract or a SOW or order issued hereunder;
- vi. Provide access to PHI contained in its records to VITA or the requesting Authorized User, in the time and manner designated by VITA or the requesting Authorized User, or at the request of VITA or an Authorized User, to an individual in order to meet HIPAA access;
- vii. Make available PHI in its records to VITA or an Authorized User for amendment and incorporate any amendments to PHI in its records at VITA's or an Authorized User's request; (end of HIPAA additional language)

All Supplier documents now or later comprising the Contract may be released in their entirety under the Virginia Freedom of Information Act, and Supplier agrees that any confidentiality or similar stamps or legends that are attached to any future documents or information may be ignored to the extent they claim confidentiality beyond that permitted herein.

22. INDEMNIFICATION AND LIABILITY

A. Indemnification

Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, any Authorized User, their officers, directors, agents and employees (collectively, "Commonwealth's Indemnified Parties") from and against any and all losses, damages, claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines, penalties (whether criminal or civil), judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Supplier-provided products or services, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Supplier-provided products or services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases involving the Commonwealth or state agencies, the selection and approval of counsel and approval of any settlement shall be satisfactory to the Commonwealth. In the event of a settlement between Supplier and a private institution of higher education who is an Authorized User of this contract, such settlement shall be satisfactory to that institution.

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

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Supplier-provided Deliverables, Products, Software, Services, Solution, including Solution Components, Application and Licensed Services, as applicable, or Supplier's performance, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all Authorized Users the right to continue use of such infringing Deliverables, Products, Software, Services, Solution, including Solution Components, Application and Licensed Services, as applicable, or any component thereof; or (b) replace or modify such infringing Deliverables, Products, Software, Services, Solution, including Solution Components, Application and Licensed Services, as applicable, or any component thereof, with non-infringing Deliverables, Products, Software, Services, Solution or Solution Component(s), Application and Licensed Services, as applicable, satisfactory to VITA. And in addition, Supplier shall provide any Authorized User with a comparable temporary replacement products and/or services or reimburse VITA or any Authorized User for the reasonable costs incurred by VITA or such Authorized User in obtaining an alternative product or service, in the event such Authorized User cannot use the affected Deliverable, Product, Software, Services, Solution or Solution Component(s), Application and Licensed Services, as applicable, or any component thereof. If Supplier cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Supplier shall accept the return of the infringing Deliverables, Products, Software, Services, Solution, Solution Component, Application and Licensed Services, as applicable, or any component thereof, along with any other

components rendered unusable by any Authorized User as a result of the infringing component, and refund the price paid to Supplier for such components.

B. Liability

Except for liability with respect to (i) any intentional or willful misconduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) claims for bodily injury, including death, and real and tangible property damage, (iv) Supplier's indemnification obligations, (v) Supplier's confidentiality obligations, (vi) Supplier's security compliance obligations, and (vii) Supplier's data privacy and security obligations as specified under this Contract, Supplier's liability shall be limited to twice the aggregate value of the delivered and accepted Deliverables, Products, Software, Services, Solution, including Solution Components, Application and Licensed Services, as applicable, provided by Supplier to all Authorized Users under this Contract. Supplier agrees that it is fully responsible for all acts and omissions of its employees, agents, and subcontractors, including their gross negligence or willful misconduct. The limitation shall apply on a per-incident basis, it being understood that multiple losses stemming from the same root cause constitute a single incident.

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

23. INSURANCE

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

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

24. SECURITY COMPLIANCE

Supplier agrees to comply with all provisions of the then-current Commonwealth of Virginia security procedures, published by the Virginia Information Technologies Agency (VITA) and which may be found at: (<http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs>) or a successor URL(s), as are pertinent to Supplier's operation. Supplier further agrees to comply with all provisions of the relevant Authorized User's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier by such Authorized User. Supplier shall also comply with all applicable federal, state and local laws and regulations. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary or Personal information by the Supplier or an employee or agent of Supplier shall constitute a breach of its obligations under this Section and the Contract. Supplier shall immediately notify VITA and Authorized User, if applicable, of any Breach of Unencrypted and Unredacted Personal Information, as those terms are defined in Virginia Code 18.2-186.6, and other personal identifying information, such as insurance data or date of birth, provided by VITA or Authorized User to Supplier. Supplier shall provide VITA the opportunity to participate in the investigation of the Breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law. Supplier shall indemnify, defend, and hold the Commonwealth, VITA, the Authorized User, their officers, directors, employees and agents harmless from and against any and all fines, penalties

(whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from the Commonwealth, VITA, the Authorized User, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this Section.

25. IMPORT/EXPORT

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

26. BANKRUPTCY

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

27. GENERAL PROVISIONS

A. Relationship Between VITA and Authorized User and Supplier

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

B. Incorporated Contractual Provisions

The then-current contractual provisions at the following URL are mandatory contractual provisions, required by law or by VITA, and that are hereby incorporated by reference: http://www.vita.virginia.gov/uploadedfiles/VITA_Main_Public/scm/StatutorilyMandatedTsandCs.pdf

The contractual claims provision §2.2-4363 of the Code of Virginia and the required eVA provisions at http://www.vita.virginia.gov/uploadedfiles/VITA_Main_Public/scm/eVATsandCs.pdf are also incorporated by reference.

The then-current terms and conditions in documents posted to the aforereferenced URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change

in VITA policy, or the adoption of revised eVA business requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URLs periodically.

C. Compliance with the Federal Lobbying Act

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

D. Governing Law

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

E. Dispute Resolution

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

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

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

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

F. Advertising and Use of Proprietary Marks

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

G. Notices

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

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

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

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

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

H. No Waiver

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

I. Assignment

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of VITA and Supplier. Supplier may not assign, subcontract, delegate or otherwise convey this Contract or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, and any such attempted assignment or subcontracting without consent shall be void. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

If any law limits the right of VITA or Supplier to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

J. Captions

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

K. Severability

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

L. Survival

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

M. Force Majeure

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

N. Remedies

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

O. Right to Audit

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

- i. Three (3) years from end date of the Contract;
- ii. Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and
- iii. Excludes access to Supplier cost information. In no event shall Supplier have the right to audit, or require to have audited, VITA or any Authorized User.

P. Offers of Employment

During the first twelve (12) months of the Contract, should Supplier hire an employee of any Authorized User who has substantially worked on any project covered by this Contract without prior written consent, the Supplier shall be billed for fifty percent (50%) of the employee's annual salary in effect at the time of termination.

Q. Contract Administration

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

R. Entire Contract

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

Exhibit A - Requirements

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

Exhibit C - Escrow Agreement

Exhibit D - Statement of Work (SOW) Template

Exhibit E - Change Order Template

Exhibit F - Reserved

Exhibit G - Certification Regarding Lobbying

Exhibit H – Maintenance and Support

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

An Authorized User and Supplier may enter into an ordering agreement pursuant to this Contract. To the extent that such ordering agreement, or any order or SOW issued hereunder, include any terms and conditions inconsistent with the terms and conditions of this Contract, such terms and conditions shall be of no force and effect.

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

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

Supplier

VITA

By: [Signature]
(Signature)

Name: A. VAN ZIJOUVELD
(Print)

Title: CFO

Date: 10/23/2015

Address for Notice:
25 Broadway apt 7L
New York
NY 10004

Attention: **Supplier Contact** A. VAN ZIJOUVELD

By: [Signature]
(Signature)

Name: Nelson P. Moe
(Print)

Title: CIO

Date: 11-19-2015

Address for Notice:
11751 Meadowville Lane
Chester, VA 23836

Attention: Contract Administrator



EXHIBIT A REQUIREMENTS
CONTRACT NUMBER VA-150915-COLL
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
COLLIBRA INC.

Exhibit A is hereby incorporated into and made an integral part of Contract Number VA-150915-COLL (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and Collibra Inc. (“Supplier”).

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

A. Product Specifications & Standards

	Requirements	A	B
1	<p>Does your solution comply with all current COV ITRM Policies and Standards, as applicable, found at: http://www.vita.virginia.gov/library/default.aspx?id=537.</p> <p>If proposed solution does not, please provide details that specify the Standard/Policy and how Supplier's solution does not comply.</p>	Y	Based upon a review of the documentation Collibra feels that we meet these policies and standards.
2	<p>Do your proposed interfaces to Commonwealth systems comply with or have approved exceptions to all applicable Commonwealth Data Standards as found at http://www.vita.virginia.gov/oversight/default.aspx?id=10344</p> <p>If not, please explain.</p>	Y	There will be no direct interfaces to Commonwealth systems as part of the proof of concept. After purchase the solution can integrate with the existing data management stack to keep the governance of the data in sync with the existing technology sources/stack.

3	<p>Does your solution provide effective, interactive control and use with nonvisual means and provide 508 Compliance in accordance with the following standard regarding IT Accessibility and 508 Compliance:</p> <p>http://www.vita.virginia.gov/uploadedFiles/Library/AccessibilityStandard_GOV103-00_Eff_11-04-05.pdf (Refer to www.section508.gov and www.access-board.gov for further information)</p> <p>If yes, please describe how this functionality is achieved and include a completed Voluntary Product Accessibility Template (VPAT) with your proposal: <i>(The VPAT template is located in APPENDIX C of the Accessibility Standard (GOV103-00)).</i></p> <p>If no, does your solution provide alternate accessibility functionality? Please describe.</p>	Y	Collibra has not had to meet the requirements of 508, but the solution is managed by a standard point and click GUI Interface.
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B. General

	Requirements	A	B
1	Selected vendors, if asked, will need to perform a selected vendor proposed pilot within one year of contract award. Does your Solution meet this requirement?	Y	Collibra can implement a pilot within a very short period of time, based on the requirements provided by VITA.
2	There will be no cost to the Commonwealth or the participating agencies for the use of tools or Supplier resources utilized during this evaluation and pilot(s). Does your Solution meet this requirement?	Y	Collibra implements at its own cost, a pilot for proving the value of its product. VITA has to agree on a scope of the pilot, the success factors, and it is expected that if the success criteria are met, that VITA would purchase the solution.
3	Vendors selected for pilots will need to work with any agency providing data to support that pilot to develop a mutually agreed upon document before a pilot can commence. That agreement needs to address exactly how the vendor intends to analyze any agency data and all of the controls and associated roles that will be applied to that data. Does your Solution meet this requirement?	Y	Collibra will provide a Scope of Work document that will be mutually agreed upon with VITA's responsible party. Upon mutual agreement of the requirements and success criteria, tasks and timelines, the pilot can be implemented. Collibra agrees to explain how we intend to analyze the agency data and all of the controls and associated roles that will be applied to that data.
4	All applicable state and federal laws concerning the protection of this data must be	Y	Collibra complies with all state and federal laws regarding protection of

	Requirements	A	B
	complied with. Does your Solution meet this requirement?		data. A Non Disclosure Agreement can also be signed.
5	All Commonwealth data utilized during pilots must remain at the hosting agency. No Commonwealth data is to be analyzed offsite, copied, transformed to obscure Commonwealth's ownership, or transmitted in any way without formal agency approval. Does your Solution meet this requirement?	Y	For the implementation of the pilot there are two options. To implement the pilot on the Cloud, where the data will be securely imported on to Collibra cloud environment, or on premises, where the data will stay within the VITA environment. Either option is possible and both are secure. We meet the requirement by having all implementation done on customer premises.
6	Pilots are to be performed on dedicated devices (laptops) supplied by VITA or on vendor supplied appliances. Vendor provided appliances will need an approved plan (by VITA & participating agencies) for protecting and deleting Commonwealth data. Does your Solution meet this requirement?	Y	Yes the pilot can be performed on devices supplied by VITA. Collibra has a web based user interface that does not require any installation by the end user.
7	<ul style="list-style-type: none"> • VITA supplied laptops and vendor supplied appliances must be under full control of the pilot hosting agency for the duration of the pilot. Vendor will have no administrative rights to VITA supplied laptop. Agency or VITA staff will load any required software. • Pilot should be accomplished with the minimum amount of Commonwealth data as possible/practical • The agency may require that the analytic methods be demonstrated to agency staff by the vendor on agency provided test data and any analysis of actual agency data would only be performed by agency staff • Vendor access to agency data may require vendor staff to attend specific training provided by the agency. <p>Does your Solution meet these requirements?</p>	Y	Yes Collibra complies with all these requirements stated here.
8	Suppliers will provide subject matter experts as need to support the pilots. Does your Solution meet this requirement?	Y	Collibra will implement the pilot with its subject matter experts. However VITA should also provide their own data experts in order to clarify questions as needed during the pilot. The first phase of the pilot is about building the Data Governance operating model, during which customer participation is required in order for Collibra to

	Requirements	A	B
			understand the requirements and build the right solution.
9	Does your Solution safeguard sensitive data? If yes, explain how.	Y	The Collibra administrator can assign users, and roles with permissions to users. Based on these permissions, users will be able to view/write or not specific areas of the data as required by security rules and guidelines.
10	Does your solution have mechanisms that will prevent one entity from viewing another entity's data if applicable if the toolset was deployed on a shared platform? If yes, explain how they work.	Y	Users have roles, and can only see what is permissible by them within their role to see.
11	Does your solution have the ability to extract data from multiple existing analytic tool sets (Cognos, SAS, Business Objects, MicroStrategy, Microsoft Analytics, etc.)? If so, please list.	Y	Collibra can import data from any data source, via Excel or CSV data format. Also via Collibra's open API there is capability to interact with all analytic, metadata and other tools.
12	Supplier staff will submit to background checks conducted and paid for by the Commonwealth. Does your Solution meet this requirement?	Y	Yes, background checks conducted and paid for by the Commonwealth can be done.
13	Agencies may need expertise/resources in utilizing these next-generation analytics tools to address business needs. Role examples include: Data Scientists, Data Analysts, Data Hygienists, Data Explorers, Data Visualizers, Does your Solution have the ability to provide these types of resources? If so, what roles can you provide?	Y	Collibra is a Data Governance tool that has the ability to provide multiple roles in terms of Data Governance, for example Data Stewards, Data Analysts, and all the roles described here. The roles are customizable, based on customer needs.

c. Solution Information (by category)

SUPPLIERS NOTE: There are eight sub-sections to this RFP Section 5.C "Solution Information". Suppliers do not need to respond to each of these sub-sections in order to be considered for award.

1. Business Intelligence – the set of techniques and tools for the transformation of raw data into meaningful and useful information for business analysis purposes. Common functions are querying, reporting, online analytical processing (OLAP), "alerts", dashboards, process mining, complex event processing, business performance management, benchmarking, data warehousing, data marts, etc. This also includes:
 - a. Descriptive analytics - looks at past performance and understands that performance by mining historical data to look for the reasons behind past success or failure. Most management reporting - such as sales, marketing, operations, and finance - uses this type of post-mortem analysis.

C.	Requirements	A	B
1	Identify the components of your analytics tool	n/a	

	set that fit this category		
2	Identify platforms for deployment (cloud, Intel, appliance, OSs, database versions etc.) for the tools you have included in this category	n/a	
3	Explain licensing options for the tools you have included in this category	n/a	
4	Does your Solution allow for your tool sets to be deployed in order to support shared use among Commonwealth agencies? Explain how.		
5	Do you provide training on your solution? If yes, please explain the options.		
6	Do you provide installation (including configuration) services for these tool components above?		
7	Do you provide implementation services for the above tool components? (working with an agency to deploy a solution based on these tools to meet a business need)		
8	For your Solution, provide examples of how the tools were used by both business and IT users and the level of training and skill required by each. Include what entity used the tools. If possible, use government related examples.	n/a	

2. Predictive and Prescriptive analytics

- a. Predictive analytics - the three basic cornerstones of predictive analytics are: Predictive modeling; Decision analysis and Optimization; Transaction profiling. Predictive analytics answers the question what will happen. This is when historical performance data is combined with rules, algorithms, and occasionally external data to determine the probable future outcome of an event or the likelihood of a situation occurring.
- b. Prescriptive analytics - ingests hybrid data, a combination of structured (numbers, categories) and unstructured data (videos, images, sounds, texts), and business rules to predict what lies ahead and to prescribe how to take advantage of this predicted future without compromising other priorities.

C.	Requirements	A	B
1	Identify the components of your analytics tool set that fit this category	n/a	
2	Identify platforms for deployment (cloud, Intel, appliance, OSs, database versions etc.) for the tools you have included in this category	n/a	
3	Explain licensing options for the tools you have	n/a	

	included in this category		
4	Does your Solution allow for your tool sets to be deployed in order to support shared use among Commonwealth agencies? Explain how.		
5	Do you provide training on your solution? If yes, please explain the options.		
6	Do you provide installation (including configuration) services for these tool components above?		
7	Do you provide implementation services for the above tool components? (working with an agency to deploy a solution based on these tools to meet a business need)		
8	For your Solution, provide examples of how the tools were used by both business and IT users and the level of training and skill required by each. Include what entity used the tools. If possible, use government related examples.	n/a	

3. Statistical analysis and Simulation

- a. Statistical programming - traditional analysis of variance and linear regression to exact methods and statistical visualization techniques, statistical programming is essential for making data-based decisions in every field
- b. Econometrics - modeling, forecasting and simulating business processes for improved strategic and tactical planning. This method applies statistics to economics to forecast future trends
- c. Operations research - identifies the actions that will produce the best results - based on many possible options and outcomes. Scheduling, simulation, and related modeling processes are used to optimize business processes and management challenges
- d. Matrix programming - powerful computer techniques for implementing your own statistical methods and exploratory data analysis using row operation algorithms
- e. Statistical visualization - fast, interactive statistical analysis and exploratory capabilities in a visual interface can be used to understand data and build models
- f. Statistical quality improvement - mathematical approach to reviewing the quality and safety characteristics for all aspects of production.
- g. High-performance statistics - in-memory infrastructures and parallel processing can fit predictive models faster, perform more modeling iterations and use complex techniques for faster results
- h. Simulation - tools that allow users to simulate and observe an operation without actually performing that operation

C.	Requirements	A	B
1	Identify the components of your analytics tool set that fit this category	n/a	

2	Identify platforms for deployment (cloud, Intel, appliance, OSs, database versions etc.) for the tools you have included in this category	n/a	
3	Explain licensing options for the tools you have included in this category	n/a	
4	Does your Solution allow for your tool sets to be deployed in order to support shared use among Commonwealth agencies? Explain how.		
5	Do you provide training on your solution? If yes, please explain the options.		
6	Do you provide installation (including configuration) services for these tool components above?		
7	Do you provide implementation services for the above tool components? (working with an agency to deploy a solution based on these tools to meet a business need)		
8	For your Solution, provide examples of how the tools were used by both business and IT users and the level of training and skill required by each. Include what entity used the tools. If possible, use government related examples.	n/a	

4. Data Visualization - pictorial representation of data that may take the form of an animation, a cloud, a map, a chart, or a simple picture. This also includes: infographics, dials and gauges, geographic maps, sparklines, heat maps, and detailed bar, pie and fever charts. The images may include interactive capabilities, enabling users to manipulate them or drill into the data for querying and analysis.

C.	Requirements	A	B
1	Identify the components of your analytics tool set that fit this category	n/a	
2	Identify platforms for deployment (cloud, Intel, appliance, OSs, database versions etc.) for the tools you have included in this category	n/a	
3	Explain licensing options for the tools you have included in this category	n/a	
4	Does your Solution allow for your tool sets to be deployed in order to support shared use among Commonwealth agencies? Explain how.		
5	Do you provide training on your solution? If yes, please explain the options.		
6	Do you provide installation (including		

	configuration) services for these tool components above?		
7	Do you provide implementation services for the above tool components? (working with an agency to deploy a solution based on these tools to meet a business need)		
8	For your Solution, provide examples of how the tools were used by both business and IT users and the level of training and skill required by each. Include what entity used the tools. If possible, use government related examples.	n/a	

5. Data quality:

- b. Parsing and standardization — Decomposition of text fields into component parts and formatting of values into consistent layouts based on industry standards, local standards (for example, postal authority standards for address data), user-defined business rules, and knowledge bases of values and patterns
- c. Generalized “cleansing” — Modification of data values to meet domain restrictions, integrity constraints or other business rules that define sufficient data quality for the organization
- d. Matching — Identification, linking or merging related entries within or across sets of data. This includes technologies that enable analysis of diverse depersonalized data sets (example: anonymization and resolution and the functions that support this type of technology: standardization, masking/hashing, encryption, linkage of records, etc.)
- e. Profiling — Analysis of data to capture statistics (metadata) that provide insight into the quality of the data and aid in the identification of data quality issues
- f. Monitoring — Deployment of controls to ensure ongoing conformance of data to business rules that define data quality for the organization
- g. Enrichment — Enhancing the value of internally held data by appending related attributes from external sources (for example, consumer demographic attributes or geographic descriptors)

C.	Requirements	A	B
1	Identify the components of your analytics tool set that fit this category	n/a	
2	Identify platforms for deployment (cloud, Intel, appliance, OSs, database versions etc.) for the tools you have included in this category	n/a	
3	Explain licensing options for the tools you have included in this category	n/a	
4	Does your Solution allow for your tool sets to be deployed in order to support shared use among Commonwealth agencies? Explain how.	Y	Collibra is a Data Governance Solution that promotes control of Key Data Elements within and shared between agencies. Control is set up among Communities of users and lined up around Domains

			of Data that include Data Dictionary, Reference Data, Data Quality Profiling and how each relate
5	Do you provide training on your solution? If yes, please explain the options.	Y	Collibra provides training on the business and technical use of our solution, The Data Governance Center.
6	Do you provide installation (including configuration) services for these tool components above?	Y	Installation and configuration is a part of the "Quick Start" Program that covers installation and concept reviews.
7	Do you provide implementation services for the above tool components? (working with an agency to deploy a solution based on these tools to meet a business need)	Y	Part of the training and consulting services can include linking The Data Governance Center to the rules and output of Data Quality Profiling solutions.
8	For your Solution, provide examples of how the tools were used by both business and IT users and the level of training and skill required by each. Include what entity used the tools. If possible, use government related examples.	n/a	Collibra assists organizations in identifying how data quality profiling solutions are a part of the data governance. Please see the attached brochure about leveraging Data Quality as a part of Data Governance

6. Data Governance - a quality control discipline for assessing, managing, using, improving, monitoring, maintaining, and protecting information. It is a system of decision rights and accountabilities for information-related processes, executed according to agreed-upon models which describe who can take what actions with what information, and when, under what circumstances, using what methods. This also includes:
 - a. Metadata management - the end-to-end process and governance framework for creating, controlling, enhancing, attributing, defining and managing a metadata schema, model or other structured aggregation system, either independently or within a repository and the associated supporting processes (often to enable the management of content).

C.	Requirements	A	B
1	Identify the components of your analytics tool set that fit this category	n/a	Collibra is a data Governance tool that provides Data Stewardship, Reference Data Management, Implementation of the Business Glossary and Semantics layer of metadata information and management, Workflow for implementation of processes and policies. More detailed explanation provided in the Appendix.
2	Identify platforms for deployment (cloud, Intel, appliance, OSs, database versions etc.) for the tools you have included in this category	n/a	Collibra Data Governance Center can be deployed either on the Cloud or on premise. This is a three tier architecture with data repository,

			web server and web UI. The platforms can be commodity intel based computers and all major OS and database versions are supported. More details provided in the Appendix.
3	Explain licensing options for the tools you have included in this category	n/a	Detailed information about licensing in the Appendix.
4	Does your Solution allow for your tool sets to be deployed in order to support shared use among Commonwealth agencies? Explain how.	Y	Collibra is a global enterprise-wide Data Governance tool that is designed to be deployed across the entire organization. The administration of the tool allows the creation of groups of users who have access to shared areas.
5	Do you provide training on your solution? If yes, please explain the options.	Y	Yes, Collibra offers a 10-day on site training, as well as additional training on demand and based on the customer needs.
6	Do you provide installation (including configuration) services for these tool components above?	Y	Collibra offers installation and implementation services at any time
7	Do you provide implementation services for the above tool components? (working with an agency to deploy a solution based on these tools to meet a business need)	Y	Yes Collibra offers implementation services.
8	For your Solution, provide examples of how the tools were used by both business and IT users and the level of training and skill required by each. Include what entity used the tools. If possible, use government related examples.	n/a	Please see examples provided in the Appendix.

7. Hadoop, MapReduce etc. - tools that address the analysis of collections of data sets that are so large and/or complex that it is difficult/expensive to process using traditional data management tools or approaches. This includes the ability to address, Volume, Velocity, Variety, Veracity and Value.

- a. Unstructured data analysis – the ability to analyze/process information that either does not have a pre-defined data model or is not organized in a pre-defined manner. Unstructured information is typically text-heavy, but may contain data such as dates, numbers, and facts as well. This results in irregularities and ambiguities that make it difficult to understand using traditional computer programs as compared to data stored in fielded form in databases or annotated (semantically tagged) in documents.

C.	Requirements	A	B
1	Identify the components of your analytics tool set that fit this category	n/a	

2	Identify platforms for deployment (cloud, Intel, appliance, OSs, database versions etc.) for the tools you have included in this category	n/a	
3	Explain licensing options for the tools you have included in this category	n/a	
4	Does your Solution allow for your tool sets to be deployed in order to support shared use among Commonwealth agencies? Explain how.		
5	Do you provide training on your solution? If yes, please explain the options.		
6	Do you provide installation (including configuration) services for these tool components above?		
7	Do you provide implementation services for the above tool components? (working with an agency to deploy a solution based on these tools to meet a business need)		
8	For your Solution, provide examples of how the tools were used by both business and IT users and the level of training and skill required by each. Include what entity used the tools. If possible, use government related examples.	n/a	

8. Other – please include any other next-generation analytics tools sets that you feel should be considered

C.	Requirements	A	B
1	Identify the components of your analytics tool set that fit this category	n/a	
2	Identify platforms for deployment (cloud, Intel, appliance, OSs, database versions etc.) for the tools you have included in this category	n/a	
3	Explain licensing options for the tools you have included in this category	n/a	
4	Does your Solution allow for your tool sets to be deployed in order to support shared use among Commonwealth agencies? Explain how.		
5	Do you provide training on your solution? If yes, please explain the options.		
6	Do you provide installation (including configuration) services for these tool components above?		
7	Do you provide implementation services for the		

	above tool components? (working with an agency to deploy a solution based on these tools to meet a business need)		
8	For your Solution, provide examples of how the tools were used by both business and IT users and the level of training and skill required by each. Include what entity used the tools. If possible, use government related examples.	n/a	

D. Pilot

General:

- After contract award, suppliers may be requested to perform one of the pilots recommended below within one year, at no cost to the Commonwealth of Virginia
- The pilot should, if possible, utilize actual Commonwealth of Virginia data
- Optionally, the pilot may utilize publically available data (e.g. social media, federal) in addition to the Commonwealth data
- The pilots should demonstrate specific next-generation analytics functional capabilities
- When applicable, pilots should include the construction of a financial business case for tool set implementation
- Pilot recommendations should be based on the supplier’s application of next-generation analytics tools set by previous state, federal, locality or relevant private sector customers
- Pilots should demonstrate the supplier’s experience and innovation and include metrics where practical
- Proposals do not need to address all of the following pilots. Suppliers may address one or more pilots.

Pilot 1: Cost Savings and Revenue Enhancement

Objectives:

- Create a business case for significant cost savings and revenue enhancement through the deployment of a next-generation analytics tool set
- The main focus of the business case for the short-term return on investment (ROI) must be costs savings or revenue enhancement; cost avoidance may also be included for long-term only
- Fraud prevention is one example of a candidate for this pilot
- Cost savings should be identified as early as possible within the business process (i.e. identifying fraudulent tax refunds before they are issued)

- The intent is for the Supplier to leverage previous state, federal or locality experience in demonstrating tool capability; relevant private sector experience/innovation may also be relevant

Notes:

- Supplier suggested approach will need to be approved by the agency hosting the pilot
- Supplier will analyze a subset of data using a set of use cases implemented at another state/locality, etc., to predict cost savings and/or revenue enhancement
- Supplier will extrapolate predicted cost savings and/or revenue enhancement to entire population as part of the business case

Deliverables:

- Completed business case; including range of projected cost savings, revenue enhancements, short-term ROI and optionally long-term cost avoidance
- Documentation on how the business case was derived, including all calculations and assumptions
- References to validate business case and approach
- Demonstrated ability for the tool set to learn and self-tune

	Requirements	A	B
1	Describe your suggested approach (include Supplier resources necessary to complete the pilot and their general qualifications)	n/a	<p>Collibra manages Proof of Concepts (POC) that leverages a cloud or on premise installation of our solution, The Data Governance Center, that allows the organization to prove out the business value. This is typically managed using one Presales Resource on the Collibra Side with support from additional resources as necessary. From the clients side we suggest leveraging the key RFP/Evaluation contacts who will be making the final decision and using the solution moving forward.</p> <p>Customer pilots are implemented by Collibra using our solution architects as well as our pre-sales engineers and subject matter experts. The tasks are as follows:</p> <ul style="list-style-type: none"> • Design the Data Governance Operating Model getting input from the customer and the data. • Implementation of the Data Governance

			<p>Operating Model within the Collibra software</p> <ul style="list-style-type: none"> • Importing customer data into Collibra Data Governance Center for execution of the Data Governance Operating Model. • Additional customization as needed. • Training the customer explaining the implementation and its usage.
2	What next-generation analytics tool set components would be utilized to perform the pilot?	n/a	The pilot for Collibra is only around Data Governance. Collibra can integrate with any analytics tool.
3	What platform would be used?	n/a	<p>Platform choice is on customer preference. Collibra's architecture is a three-tier architecture, requiring a database of your choice for repository (Oracle, MySQL or MS SQL Server), a Web Server of your choice, Tomcat, IBM Websphere, JBoss EAP Web Logic. The third layer is a web browser for the access of all users.</p> <p>The OS could be Windows or Linux.</p>
4	Where have you done something similar before? Please provide references that may be contacted concerning this use.	n/a	We have numerous accounts where pilots have been implemented. One example is Capital One, please see Reference section.
5	How long would the pilot take?	n/a	Collibra Proof of Concepts are generally 2-3 Weeks in duration.
6	Given a go-ahead, how long would it take to start the pilot?	n/a	<p>Starting a pilot will require the agreement of the pilot scope of work, success requirements and implementation tasks and timeline. As soon as this is established and agreed upon between Commonwealth and Collibra, the work can get started based on customer and Collibra's availability at the shortest possible time.</p> <p>Collibra asks for 2 weeks lead time for line up the appropriate</p>

			resources.
7	Which agencies or types of businesses would need to participate and what is the projected agency commitment (what kind of resources and for how long)?	n/a	<p>The customer participation on behalf of Commonwealth agencies, really depends on the pilot case and requirements.</p> <p>Suggested <u>Core</u> Participants:</p> <ul style="list-style-type: none"> • Chairperson(s) • Sponsor (s) • Business Architect (s) • Data Architect • Data Solutions representative • Business representative • Project Management representative • Implementation representative <p>Guests:</p> <ul style="list-style-type: none"> • Submission Sender (s) • Relevant Systems Data Domain steward • Relevant Business Data Domain Steward • Relevant Application Owner(s) • Relevant Business stakeholder(s) • Relevant Development representative

Pilot 2: Efficacy

Objectives:

- Identify a sub-group that would receive quantifiable benefits (better outcomes, better coordination of services)
- Create a mechanism in which members will only be identifiable to original data source
- Leverage previous state, federal or locality experience using their tools to address a similar need

Notes:

- Supplier suggested approach will need to be approved by agency hosting pilot
- Utilize data from multiple sources
- Optionally demonstrate ability to safeguard source data utilizing an anonymizing/resolution or other technique (as defined elsewhere in this document)

Deliverables:

- Document a business case that provides the value of implementing this model to the Commonwealth of Virginia
- Documentation showing how sub-group was identified
- Model showing how sub-group can benefit from interaction (quantified if possible)
- Demonstration of how members can only be linked back to source data

	Requirements	A	B
1	Describe your suggested approach (include Supplier resources necessary to complete the pilot and their general qualifications)	n/a	
2	What next-generation analytics tool set components would be utilized to perform the pilot?	n/a	
3	What platform would be used?	n/a	
4	Where have you done something similar before? Please provide references that may be contacted concerning this use.	n/a	
5	How long would the pilot take?	n/a	
6	Given a go-ahead, how long would it take to start the pilot?	n/a	
7	Which agencies or types of businesses would need to participate and what is the projected agency commitment (what kind of resources and for how long)?	n/a	

Pilot 3: Predictive Analytics

Objectives:

- Process historical data and outcomes in order to create a model that predicts the likelihood that a future event or behavior might occur
- Leverage previous state, federal or locality experience using their tools to address a similar need

Notes:

- Supplier suggested approach will need to be approved by agency hosting pilot
- Evaluate data, choose best algorithm/set of variables that results in the best prediction (using specific elements to do so)
- Utilize data from multiple agencies

Deliverables:

- Demonstration of ability to select best methodology and variables that predict the highest quality result

- Demonstration of resulting predictive equation
- Document a business case that provides the value of implementing this model to the Commonwealth of Virginia

	Requirements	A	B
1	Describe your suggested approach (include Supplier resources necessary to complete the pilot and their general qualifications)	n/a	
2	What next-generation analytics tool set components would be utilized to perform the pilot?	n/a	
3	What platform would be used?	n/a	
4	Where have you done something similar before? Please provide references that may be contacted concerning this use.	n/a	
5	How long would the pilot take?	n/a	
6	Given a go-ahead, how long would it take to start the pilot?	n/a	
7	Which agencies or types of businesses would need to participate and what is the projected agency commitment (what kind of resources and for how long)?	n/a	

Pilot 4: Unstructured Data

Objective:

- Leverage natural language processing to understand the meaning and context of human language within textual information, found in multiple data sources such as: documents, reports, email, web content, notes, social media, scanned .pdf files, etc.
- Leverage previous state, federal or locality experience using their tools to address a similar need

Notes:

- Supplier suggested approach will need to be approved by agency hosting pilot
- Develop actionable insights through the identification of trends, patterns and relationships in unstructured data
- Use Hadoop or similar technology as part of platform for this pilot

Deliverables:

Live demonstration of functionality being used on Commonwealth of Virginia unstructured data

	Requirements	A	B
1	Describe your suggested approach (include Supplier resources necessary to complete the pilot and their general qualifications)	n/a	

2	What next-generation analytics tool set components would be utilized to perform the pilot?	n/a	
3	What platform would be used?	n/a	
4	Where have you done something similar before? Please provide references that may be contacted concerning this use.	n/a	
5	How long would the pilot take?	n/a	
6	Given a go-ahead, how long would it take to start the pilot?	n/a	
7	Which agencies or types of businesses would need to participate and what is the projected agency commitment (what kind of resources and for how long)?	n/a	



**EXHIBIT B PRICING
 CONTRACT NUMBER VA-150915-COLL
 BETWEEN
 VIRGINIA INFORMATION TECHNOLOGIES AGENCY
 AND
 COLLIBRA INC.**

Exhibit B is hereby incorporated into and made an integral part of Contract Number VA-150915-COLL (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and Collibra Inc. (“Supplier”). In the event of any discrepancy between this Exhibit B and the Contract, the provisions of the Contract shall control.

Below you will find a tiered purchase matrix that allows VITA to purchase enough Concurrent Users to start the Governance Process with the Key Agencies involved. Additional Concurrent User Licenses can be purchased at any time in the future.

License pricing for up to 5 Concurrent Users (Minimum order for discount level is 5)

Data Governance Center Concurrent Editor User	\$35,000	1	\$35,000	\$31,500
Data Governance Center CPU License (Unlimited Readers, Glossary Everywhere and Issue Management) Recommended 4 CPU Purchase for every 5 Concurrent User	\$16,800	1	\$16,800	\$15,120
1 year Maintenance and support	\$10,360	1	\$10,360	\$10,360
Total				\$62,160.00
<i>Discount</i>		<i>0.1000</i>		<i>6,216</i>
Per users Price after Discount				\$55,944.00

License pricing for Up to 20 Concurrent Users (Minimum order for discount level is 6)

Data Governance Center Concurrent Editor User	\$35,000	1	\$35,000	\$29,750
Data Governance Center CPU License (Unlimited Readers, Glossary Everywhere and Issue Management) Recommended 4 CPU Purchase for every 5 Concurrent User Licenses	\$16,800	1	\$16,800	\$16,800
1 year Maintenance and support	\$10,360	1	\$10,360	\$10,360
Total				\$62,160.00
<i>Discount</i>	<i>0.1500</i>			<i>\$9,324</i>
Per users Price after Discount				\$52,836.00

License pricing for up to 50 Concurrent Users (Minimum order for discount level is 21)

Data Governance Center Concurrent Editor User	\$35,000	1	\$35,000	\$26,250
Data Governance Center CPU License (Unlimited Readers, Glossary Everywhere and Issue Management) Recommended 4 CPU Purchase for every 5 Concurrent User	\$16,800	1	\$16,800	\$16,800
1 year Maintenance and support	\$10,360	1	\$10,360	\$10,360
Total				\$62,160.00
<i>Discount</i>	<i>0.2500</i>			<i>\$15,540</i>
Per users Price after Discount				\$46,620.00

Training

Quick Start Training Program 10 Day onsite, or remote training. Travel & Expenses not Included	\$24,000	1	\$24,000	\$24,000
Total				\$24,000.00
				\$24,000.00

Consulting Engagement Daily fee (Actual Work will be laid out in a formal Statement of Work (SOW) with written requirements, expectations and goals)

Consulting Daily Rate	\$2,400	1	\$2,400	\$24,000
Total				\$24,000.00
				\$24,000.00

- Cost of application
- Implementation costs
- Cost of training as needed post deployment; configuration, technical, and end user
- Post deployment indirect system sustain costs to support Authorized User IT in the event of technical questions, outages, support and questions associated with configuration changes, or needed code changes.

Licensing of Collibra's Solution, The Data Governance Center is by Concurrent Editor

Concurrent Editor: A user who makes changes/updates and/or is a part of the Data Governance Work Flow process, such as Chief Data Officer, Data Governance VP, Data Steward, Subject Matter Expert or other.

One Concurrent Editor License can support three (3) Editors as the users will not spend all of their time within the solution. Therefore if you have a team of fifteen (15) Data Governance Managers and Stewards a five (5) User License Purchase will support their work.

Use of the Collibra Data Governance Center includes use throughout the State, by any agency that are leveraged by VITA as the controlling area of Governance. Each agency can have their own Data Governance Team, Data Assets and work flows. The solution allows for VITA to maintain a higher management level view into the overall Data Governance Program while enabling each agency to remain in control of their domains and data governance.

Visitors: The Collibra Solution, The Data Governance Center allows an unlimited number of visitors who will have access, controlled by the client, to view business glossary terms, Reference Data, Data Profiling Rules and the Impact Analysis of a change or issue in any area (for example the systems and reports impacted by a change to a business glossary term or reference data)

Licensing is on Premise with a one time Concurrent User Cost, a one time CPU Cost and ongoing annual maintenance.



**EXHIBIT C ESCROW
CONTRACT NUMBER VA-150915-COLL
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
COLLIBRA INC.**

Exhibit C is hereby incorporated into and made an integral part of Contract Number VA-150915-COLL (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and Collibra Inc. (“Supplier”).

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



Frame Agreement

Type: 2-P

Contract number: 1523/2/0/172

Registration date: 17 / 08 / 2012



THE UNDERSIGNED

1. Collibra NV,
Having its place of business at 1120 Brussels,
With address : Tweebeek Industrial Park, Ransbeekstraat 230,
VAT number BE 0899.079.439,
For the purposes hereof represented by Stijn Christiaens,
Hereinafter referred to as "**Licensor**",

2. WorldEscrow Belgium NV
Having its place of business at B-2800 Mechelen, Belgium
With address : Graaf van Egmontstraat 15/1, 2800 Mechelen
VAT number BE 0451.937.252
For the purposes hereof represented by Herman Meuldermans, Managing Director,
Hereinafter referred to as "**WorldEscrow**",

WHEREAS:





I Licensors grants to clients, either directly or through its distributors, licenses on its program product(s);

II The source code of the program product(s) and all related technical documentation are the property of Licensors and are of a confidential nature;

III The source code and the technical documentation are not required for the general use of the program product(s) under the terms of the license agreement, but are required for a proper understanding, maintenance, amendment and correction of the program product(s);

IV Licensors acknowledges that licensees under certain circumstances and exclusively for continuity purposes may require access to the source code and related technical documentation;

V Licensors agrees to deposit with WorldEscrow the source code and related technical documentation on behalf of registered beneficiaries under the conditions specified herein;

HEREBY AGREE:

A handwritten signature in black ink, appearing to be a stylized 'b' or similar character.



1. DEFINITIONS

The following expressions used in this escrow agreement and the Annexes shall have the following meaning:

Agreement:

This Escrow Frame Agreement between Licensor and WorldEscrow;

Registration date:

Date on which the Agreement, signed by all concerned parties, arrives at the registered office of WorldEscrow.

Yearly due date:

Date on which the yearly fee has to be paid. Unless otherwise stipulated this date falls together with the registration date.

General Terms of Escrow:

The terms of the Agreement, this will be applicable to and be part of the escrow arrangement between Licensor, Registered Beneficiary and WorldEscrow;

Registered Beneficiary:

A licensee who subscribes to this escrow arrangement through the signing of a Customer Declaration Form. Only after subsequent confirmation of the subscription by Escrow Europe, Licensee becomes Registered Beneficiary under the Agreement;

Customer Declaration:

The form as specified in Annex III, through the signing of which a licensee declares to subscribe to the escrow arrangement and to abide by the General Terms of Escrow;

License Agreement:

The license agreement between Licensor and Registered Beneficiary concerning the Product(s);

Product(s):

The program product(s) licensed to Registered Beneficiary under the License Agreement, which are the subject of the escrow arrangement;

Technical Documentation:

The technical documentation required to enable Registered Beneficiary to maintain, amend, correct and/or modify the Product(s);

A handwritten signature in black ink, appearing to be a stylized 'L' or similar character, located in the bottom right corner of the page.

**Material:**

- I. The source code of the Product(s);
- II. All alterations, updates and/or corrections of the Product(s), which are made available by Licensor to Registered Beneficiary within the scope of Licensor's release policy;
- III. All technical documentation, relevant and necessary for the maintenance of the Product(s);

Medium:

The data carrier(s) containing the Material (DVD, CD-Rom, Electronic Upload);

Maintenance Obligations:

The conditions set out in the License- and/or Maintenance Agreement under which Licensor has agreed to maintain the Product(s);

Escrow Deposit Specification Form (EDSF)

Form setting out the details of the Material which is deposited. This form will be provided by Escrow Europe to be completed by Licensor and returned to WorldEscrow.

Continuity Purposes:

The use of the Material strictly and solely for the purpose of maintenance, correction, modification and/or extension of the Product(s) with due observation of the copyright and confidentiality clauses of the License Agreement;

2. DEPOSIT

2.1 Provided the Material has not yet been deposited, Licensor shall, within thirty (30) days after signing the Agreement, transfer the ownership of the Medium, containing the Material, to WorldEscrow.

2.2 Licensor shall undertake to do the same for alterations of the Product within thirty (30) days of having made such alterations available to Registered Beneficiary within the scope of its official release policy.

2.3 WorldEscrow will confirm the deposit of the Material to Registered Beneficiary. If Registered Beneficiary does not receive the confirmation of deposit of a new or update release within thirty (30) days after operational implementation of that release, then Registered Beneficiary should notify WorldEscrow.

2.4 WorldEscrow shall hold the two latest deposits of the Material for the term of the Agreement. Older Material (prior to the two latest deposits) shall be destroyed by WorldEscrow unless agreed otherwise in this Agreement.



2.5 WorldEscrow shall make no use of the Material other than as it is entitled to pursuant to the Agreement.

2.6 The transfer of ownership of the Medium referred to under 2.1 and 2.2 above shall not include a transfer to WorldEscrow of any intellectual property right in the Material. The intellectual property rights shall at all times remain vested in Licensor, or such other third party as may be determined from time-to-time.

2.7 Licensor hereby grants WorldEscrow the rights to:

- make a back-up copy of the Material when necessary;
- load the Material on a computer system in order to verify the Material;
- release the Material to Registered Beneficiary in accordance with Article 5.

3. BACK-UP

Licensor shall throughout the term of the Agreement hold available the latest copy of the Material deposited as a back-up.

4. VERIFICATION

4.1 With each deposit, Licensor shall provide an **Escrow Deposit Specification Form** to WorldEscrow, setting out details of the Material which is deposited on behalf of Registered Beneficiary.

Licensor warrants that the Material contains an accurate and complete reflection of the Product licensed by Registered Beneficiary at the time of deposit.

4.2 The technical department of WorldEscrow shall verify the Medium for presence and readability of the components as detailed on the Escrow Deposit Specification Form and subsequently inform Licensor and Registered Beneficiary of its findings. If extended verification has to be executed, Licensor is obliged to cooperate with WorldEscrow in the execution of the extended verification in as far as reasonably necessary.

4.3 Registered Beneficiary shall at any time be entitled to request WorldEscrow for additional verification.

4.4 The costs of WorldEscrow, Licensor and Registered Beneficiary, borne by the additional verification set out under 4.3 above, shall be to the account of Registered Beneficiary, unless the verification shows that Licensor materially has not met its obligations hereunder, in which case Licensor shall bear the costs.

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4.5 If verification shows that the Material as deposited with WorldEscrow does not contain an accurate and complete reflection of the Product licensed by Registered Beneficiary at the time of deposit, then Licensor shall restore the discrepancy within thirty (30) days of the verification.

5. RELEASE

5.1 Provided Registered Beneficiary has a valid License Agreement, WorldEscrow shall be obliged to release the Material to Registered Beneficiary, if:

- Licensor ceases its business undertaking without validly assigning its Maintenance Obligations and/or its obligations under the Agreement to a third party, or such third party does not accept the Maintenance Obligations;
- Licensor suffers bankruptcy
- Licensor does not comply with its Maintenance Obligations and/or its obligations under the Agreement to such an extent that its failure to comply endangers the continuity of use of the licensed Product(s) by Registered Beneficiary;

5.2 If in the opinion of Registered Beneficiary a circumstance defined under Clause 5.1 occurs and Registered Beneficiary requires the release of the Material on the basis thereof, then Registered Beneficiary shall send a notice by registered letter to Licensor and WorldEscrow to this effect and containing within such a notice any evidence as Registered Beneficiary may reasonably have in its possession to support the opinion.

5.3 Upon receipt of such notice as set out under Clause 5.2 above WorldEscrow shall within seven (7) days serve notice in writing upon Licensor that a request for the release of the Material has been received.

Licensor shall have fourteen (14) days from the date of this notice from WorldEscrow to register any objection to such release. If Licensor fails to register an objection or fails to register an objection within the stated fourteen (14) days WorldEscrow shall be entitled to promptly release the Material to Registered Beneficiary.

5.4 If within the term set out under Clause 5.3 above Licensor raises an objection against the release and supports such an objection with reasonable evidence then WorldEscrow shall submit the question of Registered Beneficiary's right to vzw CEPINA/CEPANI asbl, Stuijversstraat 8, 1000 Brussels (Belgium) to be resolved in accordance with its Rules of Arbitration.

The decision of CEPINA/CEPANI shall be final and binding on all parties and shall not be subject to appeal to a court in legal proceedings.



5.5 If Licensor suffers bankruptcy then Licensor shall have no right of objection under Clause 5.3 above.

5.6 In case WorldEscrow releases the Material to Registered Beneficiary pursuant to the provisions in this Article, Licensor grants Registered Beneficiary the non-exclusive right to use the Material for Continuity Purposes only. . Licensor shall remain the sole owner of any intellectual property rights created by the Registered Beneficiary or its agent through the Continuity Purposes.

6. WARRANTIES

6.1 Licensor warrants and represents that he is entitled to transfer the Material to WorldEscrow pursuant to the provisions of this Agreement and agrees to indemnify and hold harmless WorldEscrow from and against any claim by a third party in relation to the release of the Material hereunder.

6.2 Licensor warrants to Registered Beneficiary that the Material as deposited with WorldEscrow is sufficient to enable a qualified person to continue the maintenance of the Product.

6.3 Registered Beneficiary warrants and represents that it shall exclusively use the Material which is made available under this Agreement for Continuity Purposes only and for the use thereof solely in connection with the internal business of Registered Beneficiary.

Registered Beneficiary is reminded that certain conditions of the License Agreement continue to apply to the use of the Material including, but not limited to, the conditions of Confidentiality, limited right to copy, limited right to use and Intellectual Property Rights.

6.4 Registered Beneficiary is explicitly forbidden from making any commercial use of the Material under penalty of a fine of EUR 100,000 immediately due to Licensor.

6.5 If Registered Beneficiary enters into an agreement with a third party for the maintenance, correction and/or modifications of the Product, Registered Beneficiary warrants that it shall impose upon third party the obligations as set out in Clause 6.3 and Clause 6.4 above.



7. OBLIGATIONS OF WORLDESCROW

7.1 WorldEscrow shall safely store and keep the Material on deposit in its vaults.

WorldEscrow shall use its best endeavors to prevent unauthorized third parties from having access to its vaults.

7.2 If and as far as any confidential information comes to the attention of WorldEscrow it shall not divulge the same to any third party, which obligation of confidentiality shall also apply to its employees, agents or authorized third parties.

Under confidential information in this article is to be understood:

- The Material on deposit;
- Information, disclosed to WorldEscrow under notification of confidentiality.

7.3 WorldEscrow shall not disclose or divulge the Material to any third person save such of its employees who need the Material for verification purposes.

WorldEscrow will see to it that immediately after a verification procedure the Material and any copy made, will be removed from the computer system used for the verification.

7.4 If WorldEscrow holds the Material for multiple Beneficiaries and subject to the Agreement, WorldEscrow is entitled to release the Material to a Registered Beneficiary pursuant to Article 5 above, then WorldEscrow shall be entitled to copy or arrange to have copied the Material for the purpose of making a copy available to Registered Beneficiary; the cost of such copying shall be for the account of Registered Beneficiary.

7.5 If despite the security measures and other precautions taken by WorldEscrow damage is done to, or loss takes place of, the Material, WorldEscrow shall be obliged to promptly notify Licensor of this fact and Licensor shall be obliged to promptly provide a new copy of the relevant Material to WorldEscrow.

The costs of providing a new copy shall be to the account of WorldEscrow unless and to the extent that Licensor has not complied with its obligation to keep back-up copies as set out under Article 3 above.

7.6 If the Agreement is terminated, WorldEscrow shall destroy the Material or in case of a request thereto return all copies of the Material in its possession to Licensor

A handwritten signature in black ink, appearing to be a stylized 'A' or similar character, located in the bottom right corner of the page.



8. LIABILITY

8.1 With this agreement WorldEscrow is committed by way of an obligation of means. This means that WorldEscrow will perform to the best of his ability and with the greatest expertise, experience, integrity and professionalism each assignment accepted.

8.2 WorldEscrow shall be responsible for the diligent execution of its verifications. WorldEscrow is not responsible for the completeness, accuracy, operation, functionality, or effectiveness of the Material as such.

8.2 WorldEscrow shall be liable to Licensor and/or Licensee for direct damage to the Material or any other damage arising out of or in connection with the performance of the Agreement, provided such damage is the result of negligence or willful misconduct of WorldEscrow itself, in which case its obligation to pay damages shall not exceed a sum of € 500.000,00 in total.

8.4 WorldEscrow shall not be liable for any indirect damage including, but not limited to, industrial damage, loss of profits and/or other consequential damages.

8.5 Licensor or, in the event that WorldEscrow has released the Material to Licensee, Licensee shall indemnify WorldEscrow from and against all claims by third parties which arise out of or are otherwise connected with the release of the Material under the Agreement.

9. TERM OF THE AGREEMENT

9.1 The Agreement shall commence on the date that all concerned parties have signed the Agreement and shall remain in force for the relevant License Agreement between Licensor and Licensee.

9.2 Licensee can join the escrow arrangement by returning to WorldEscrow a duly signed "Beneficiary declaration" as specified in Addendum A, by means of which Licensee announces he will make use of the Escrow Agreement and declares its agreement with the arrangements as stipulated in this Agreement. After confirmation by WorldEscrow the Licensee will become a Registered Beneficiary under this agreement.

9.3 Registered Beneficiary may upon three (3) months notice end its subscription to the escrow arrangement by delivery of notice to this effect by recorded delivery to WorldEscrow.

A handwritten signature in black ink, appearing to be a stylized 'J' or similar character, located in the bottom right corner of the page.



9.4 Licensor, having deposited the Material with WorldEscrow, has no right to unilaterally terminate the Agreement without the prior written consent of the Registered Beneficiary being provided to WorldEscrow, other than in the specific circumstances defined under Clause 9.4 below.

9.5 Licensor shall be entitled to terminate the Agreement without condition if WorldEscrow suffers bankruptcy or if WorldEscrow fails to perform its obligations under the Agreement and fails to correct the default within thirty (30) days of having been notified by the Licensor of the default.

9.6 In such circumstance, at the request of Registered Beneficiary, Licensor is obliged to deposit the Material with another Escrow Agent of its choice
WorldEscrow thereupon is obliged to transfer the Material to either the Escrow Agent designated by Licensor or, in case Registered Beneficiary decides not to continue the escrow, to Licensor itself.

10. PAYMENT

10.1 For the services to be rendered by WorldEscrow under the Agreement, Licensor shall be due to pay the fees as specified in **Annex II**.

10.2 WorldEscrow shall invoice Licensor after signing of the Agreement and thereafter annually upon the anniversary date.

10.3 WorldEscrow is authorized to readjust the yearly fee in accordance with the (yearly) consumption price index as published by the Belgian government.

10.4 Payment of invoices rendered by WorldEscrow shall be due within fourteen (14) days of the invoice date.

If the invoice is not paid by the due date, Licensor shall be liable for legal interest for the period that payment has been delayed.

10.5 If Licensor has not paid the invoice rendered by WorldEscrow in accordance with its due date, Licensee shall not be entitled to invoke the provisions of Article 5 herein and WorldEscrow shall have no obligation to release the Material to Licensee, unless Licensee pays the invoice himself..

10.6 In the event of termination of the Agreement WorldEscrow shall have no obligation to repay all or part of any fees paid herein under.

A handwritten signature in black ink, appearing to be a stylized 'L' or similar character, located at the bottom right of the page.



11. ASSIGNMENT

11.1 Licensor undertakes to make the terms of this Agreement part of any transfer of the intellectual property rights of the Product(s) to a third party.

11.2 In such a case Licensor shall inform in writing both Registered Beneficiary and WorldEscrow.

12. MISCELLANEOUS

12.1 The (performance of the) Agreement and all modifications or amendments thereto shall be governed by Belgian law.

The parties shall submit any dispute which might arise with respect to the performance of the Agreement in the first instance to the jurisdiction of the competent court in Brussels.

12.2 All costs, both in and out of court, including those of legal assistance, incurred by one party due to the non-performance of a material condition by the other party to the Agreement, shall be for the account of the party which has failed to perform its condition.

Mechelen, d.d. ____ / ____ / _____

Licensor (name + signature)

WorldEscrow Belgium NV

A handwritten signature in black ink, appearing to read "H. Meuldermans", is written over a horizontal line. Below the signature, the name "Herman Meuldermans" is printed in a bold, sans-serif font.

Herman Meuldermans



Annex I: Product(s) and Material to be deposited

Licensor declares to deposit with WorldEscrow the following Material concerning the Product as specified below, in accordance with the terms and conditions of the Escrow Frame Agreement this Annex is part of.

Product : _____

Modules : _____

Description	Yes	No
Source Codes	<input checked="" type="radio"/>	<input type="radio"/>
Technical Documentation	<input checked="" type="radio"/>	<input type="radio"/>
User Documentation	<input checked="" type="radio"/>	<input type="radio"/>
Overview of development-tools	<input checked="" type="radio"/>	<input type="radio"/>
License Keys	<input checked="" type="radio"/>	<input type="radio"/>
Others _____	<input type="radio"/>	<input type="radio"/>
Escrow Deposit Specification Form	<input checked="" type="radio"/>	<input type="radio"/>

Name and Signature



Annex II: Financial conditions (*)

A. One-time charge, payable by Licensor		€ 0,00
	<ul style="list-style-type: none"> ▪ contract ▪ general terms 	
B. Minimum yearly fee, payable by Licensor		€ 1.500,00
	<ul style="list-style-type: none"> ○ storage and insurance ○ verification (level I) ○ 1 x update per year ○ reporting ○ Registration Beneficiaries <ul style="list-style-type: none"> - 1 registered beneficiary is included in the basic rate - Each additional registration : € 99,00/beneficiary 	
C. Additional updates		€ 375,00/update
	<ul style="list-style-type: none"> ▪ Number of additional updates: # _____ 	
D. Extended verification (Verification hours 90 €/hour)		€ _____
	<input type="checkbox"/> Extended <input type="checkbox"/> Customized	
E. Release fee, payable by Registered Beneficiary		€ 375,00

(*) All prices are VAT exclusive



Annex III : Beneficiary Registration Document

Attachmentrelated to the Escrow agreement [Name] and WorldEscrow Belgium NV

The undersigned:

Company :	
Address :	
Postalcode :	Place :
Tel. :	Fax. :
E-mail :	VAT :

Hereinafter referred to as **Registered Beneficiary**, declares:

To subscribe to the escrow arrangement as agreed on between and WorldEscrow Belgium NV.

With regard to the Product(s) :

Place of business :	Date :
Name :	
Title :	
Signature :	

Please return to: WorldEscrow Belgium NV, Graaf van Egmontstraat 15/1, B-2800 Mechelen

Registration date by WorldEscrow :
Signature :



**EXHIBIT D SOW TEMPLATE
CONTRACT NUMBER VA-150915-COLL
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
COLLIBRA INC.**

Exhibit D is hereby incorporated into and made an integral part of Contract Number VA-150915-COLL (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and Collibra Inc. (“Supplier”).

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

**EXHIBIT D-~~X~~ STATEMENT OF WORK (SOW) TEMPLATE
BETWEEN (NAME OF AUTHORIZED USER) AND COLLIBRA INC.**

ISSUED UNDER

**CONTRACT NUMBER VA-150915-COLL
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
COLLIBRA INC.**

Exhibit D-~~X~~, between (Name of Agency/Institution) and Collibra Inc. (“Supplier”) is hereby incorporated into and made an integral part of Contract Number VA-150915-COLL (“Contract”) between the Virginia Information Technologies Agency (“VITA”) on behalf of the Commonwealth of Virginia and Supplier.

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

Any Service, Licensed Services, Solution or Software provided under this SOW must comply with all COVA Security and Enterprise Architecture ITRM policies, standards and guidelines located at: <http://www.vita.virginia.gov/library/default.aspx?id=537> and all COVA Enterprise Architecture Data Standards and requirements located at: <http://www.vita.virginia.gov/oversight/default.aspx?id=10344>.

If Authorized User is a State Agency and determines any area of non-compliance with the ITRM PSGs at the above links in the Service, Licensed Services, Solution or Software to be provided by Supplier under this SOW, such Authorized User’s Project Manager must obtain written waiver from VITA in accordance

with the waiver process prior to placing any related order or authorizing Supplier to commence any work. Agency should collaborate with their designated Customer Account Manager to obtain such waiver.

*[Note to Template Users: Instructions for using this template to draft a Statement of Work are in gray highlight and **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 (SOW) is issued by the **(Name of Agency/Institution)**, hereinafter referred to as “Authorized User” under the provisions of the Contract. The objective of the project described in this SOW is for the Supplier to provide the Authorized User with a **Solution (“Solution”) or Services (“Services”) or Software (“Software”) or Hardware and Maintenance or Licensed Application Services** for **Authorized User Project Name**. *(Customize the last sentence to state what you are getting from the Supplier, based on the VITA Contract language, and with your project name.)*

1. PERIOD OF PERFORMANCE

The work authorized in this SOW will occur within **XX (XX) months** of execution of this Statement of Work. This includes **delivery, installation, implementation, integration, testing and acceptance all of 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 or end of Warranty Period and may be extended for additional one (1) year periods**, pursuant to and unless otherwise specified in the Contract. *(Customize this section to match what you are getting from the Supplier, based on the allowable scope of the VITA Contract and your project’s specific needs within that allowable scope.)*

2. PLACE OF PERFORMANCE

(Assign performance locations to major milestones or any other project granularity, depending on your transparency and governance needs, if needed.)

Tasks associated with this project will be performed at **the Authorized User’s location(s) in City/State, at Supplier’s location(s) in City/State**, or other locations as required by the effort.

3. PROJECT DEFINITIONS

Provide project unique definitions so that all stakeholders have the same understanding. Ensure these do not conflict with the Contract definition.)

All definitions of the Contract shall apply to and take precedence over this SOW. Authorized User’s specific project definitions are listed below:

4. PROJECT SCOPE

(Provide a description of the scope of your project and carve out what is NOT in the scope of your project. Remember that it must fit within the VITA Contract scope.)

A. General Description of the Project Scope

B. Project Boundaries

5. AUTHORIZED USER’S SPECIFIC REQUIREMENTS

(Provide information about your project’s and your agency’s specific requirements for this particular project including, but not limited to the following subsections):

- A. Authorized User-Specific Requirements
- B. Special Considerations for Implementing Technology at Authorized User's Location(s)
- C. Other Project Characteristics to Insure Success

6. CURRENT SITUATION

(Provide enough background information to clearly state the current situation to Supplier so that Supplier cannot come back during performance claiming any unknowns or surprises. Some example subsections are provided below. You may collapse/expand as you feel is necessary to provide adequate information and detail.)

- A. Background of Authorized User's Business Situation
- B. Current Architecture and Operating System
- C. Current Work Flow/Business Flow and Processes
- D. Current Legacy Systems
- E. Current System Dependencies
- F. Current Infrastructure (Limitations, Restrictions)
- G. Usage/Audience Information

7. PRODUCTS AND SERVICES TO SUPPORT THE PROJECT REQUIREMENTS (AND/OR SOLUTION)

A. Required Products (or Solution Components)

(List the products, or if your project is for a Solution, the Solution components, (hardware, software, etc.) provided by Supplier that will be used to support your project requirements. 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. You are urged to refer to the VITA Contract for allowable scope and other guidance in drafting language for this section.)

B. Required Services

(List the services (e.g., requirements development, Solution design, configuration, interface design, data conversion, installation, implementation, testing, training, risk assessment, performance assessment, support and maintenance) that will be provided by Supplier in the performance of your project. You are urged to refer to the VITA Contract for the definition of Services and for the allowable scope in drafting language for this section. You will notice subsections "C" and "D" below offer areas for expanded detail on training, support and maintenance services. You may add other subsections in which you wish to expand the information/details/requirements for other service areas as well. It is likely some of this detail will be a combination of your known needs and the Supplier's proposal. In all cases the provisions should include all negotiated commitments by both parties, even if you reference by incorporation the Supplier's proposal in any subsection.)

C. Training Requirements and/or Authorized User Self-Sufficiency/Knowledge Transfer

(Provide an overview and details of training services to be provided for your project and any special requirements for specific knowledge transfer to support 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. Describe how the Supplier will complete knowledge transfer in the event this Statement of Work is not completed due to actions of Supplier or the non-appropriation of funds for completion affecting the Authorized User. You may refer to the VITA Contract for guidance on the allowable scope for this.

D. Support and Maintenance Requirements

(Document the level of support, as available under the Contract, required by your project 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.

E. Personnel Requirements

(Provide any supplier personnel qualifications, requirements, licenses, certifications or restrictions including project manager, key personnel, subcontractors, etc., but ensure they do not conflict with the VITA Contract terms.)

F. Transition Phase-In/Phase-Out Requirements

(Describe any specific requirements for orientation or phasing in and/or phasing out of the project with the Supplier. Be specific on what the project needs and expected results are, the duration and other pertinent detail, but ensure they do not conflict with the VITA Contract provision(s) regarding Transition of Services or with any other training requirements in the SOW.)

8. TOTAL PROJECT PRICE

The total Fixed Price for this Project shall not exceed \$US XXX.

Supplier's invoices shall show retainage of [redacted]. Following completion of Solution implementation, Supplier shall submit a final invoice to the Authorized User, for the final milestone payment amount shown in the table in section 9 below, plus the total amount retained by the Authorized User. 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>). In order to be reimbursed for travel expenses, Supplier must submit an estimate of such expenses to Authorized User for approval prior to incurring such expenses.

(Sections 9 through 11 should be used or deleted depending on the project's complexity, risk and need for governance. For a simple project you may only need the section 10 table, but for a more complex project, or a major IT project, you may need a combination of or all of the tables for check and balance and redundancy.)

9. PROJECT DELIVERABLES

(Provide a list of Supplier's deliverable expectations. The table is to be customized for the Authorized User's project. You may want to categorize deliverables for each phase or major milestone of the project and then categorize other interim deliverables and/or performance and status reports under one of them or under an Administrative or Project Management section.)

The following deliverables are to be provided by Supplier under this SOW. Subsequent sections may include further detail on the content requirements for some deliverables.

No.	Title	Due Date	Format Required (i.e., electronic/hard copy/CD/DVD)	Distribution Recipients	Review Complete Due Date	Final Due Date
	Project Plan					
	Design Plan					
	Implementation Plan					
	Data Conversion Plan					
	Risk Assessment Plan					
	Test Plan					

Training Plan					
Performance Plan					
Contingency Plan					
Disaster Recovery Plan					
Cutover Plan					
Change Management Plan					
Transition Plan					
Monthly Status Reports					
Quarterly Performance /SLA Reports					
Training Manual					
Final Solution Submission Letter					
Final Acceptance Letter					

10. MILESTONES, DELIVERABLES, PAYMENT SCHEDULE, AND HOLDBACKS

(This table should include the project’s milestone events, associated deliverables, when due, milestone payments, any retainage amount to be held until final acceptance and the net payment you promise to pay for each completed and accepted milestone event. This table includes sample data only and must be customized for your project needs.)

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

Milestone Event	Associated Milestone Deliverable(s)	Schedule	Payment	Retainage	Net Payment
Project kick-off meeting	---	-----	---	---	---
-----	-----	-----	---	---	---
-----	-----	-----	-----	-----	-----
	-----	-----			
-----		-----			
-----		-----	-----	-----	-----
-----	---	-----	-----	-----	-----
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-----	---	-----	---	---	---
-----	-----	-----	-----	-----	-----
-----	-----	-----	-----	-----	-----
-----	-----	-----	-----	--	-----
Final Acceptance		-----	--	--	-----

11. EVENTS AND TASKS FOR EACH MILESTONE

(If needed, provide a table of detailed project events and tasks to be accomplished to deliver the required milestones and deliverables for the complete Solution. Reference each with the relevant milestone. A Work Breakdown Structure can be used as shown in the table below or at the very least a Project Plan should have this granularity. The Supplier's proposal should be tailored to the level of detail desired by the Authorized User's business owner/project manager for project governance.)

The following table identifies project milestone events and deliverables in a Work Breakdown Structure format.

WBS No.	Milestone	Milestone Event	Milestone Task	Interim Task Deliverables	Duration
1.0					
1.1					
1.1.1					
1.1.2					
1.2					

12. ACCEPTANCE CRITERIA

(This section should reflect the mutually agreed upon UAT and Acceptance Criteria specific to this engagement. Please read the VITA contract definitions for the definitions or Requirements and Acceptance. Ensure the language in this section does not conflict with the VITA Contract language.)

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 requirements and functionality required for the Solution have been successfully 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 is incorporated into this SOW in Exhibit B-X.

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 Authorized User's 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.

13. PROJECT ASSUMPTIONS AND PROJECT ROLES AND RESPONSIBILITIES

(This section contains areas to address project assumptions by both the Supplier and the Authorized User and to assign project-specific roles and responsibilities between the parties. Make sure that all assumptions are included to alleviate surprises during the project. Ensure that all primary and secondary (as needed) roles and responsibilities are included. You will tailor the Responsibility Matrix table below to fit your project's needs.)

A. Project Assumptions

The following assumptions are specific to this project:

B. Project Roles and Responsibilities

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

(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	√	

14. COMMONWEALTH AND SUPPLIER-FURNISHED MATERIALS, EQUIPMENT, FACILITIES AND PROPERTY

(In this section, provide details of any materials, equipment, facilities and property to be provided by your Agency or the Supplier in performance of this project. If none, so state so that the requirements are clear. If delivery of any of these is critical to the schedule, you may want to identify such delivery with hard due dates tied to “business days after project start” or “days after [event/milestone](#).” Be sure to specify the delivery and point of contact information.)

A. PROVIDED BY THE COMMONWEALTH

B. PROVIDED BY THE SUPPLIER

15. 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.

Supplier shall comply with all requirements in the Security Compliance section of the Contract

16. REQUIRED STANDARDS, CERTIFICATIONS AND SPECIFICATIONS

In addition to any standards and specifications included in the Contract, Supplier shall follow the standards and specifications listed below during performance of this effort.

(List any specific Commonwealth, VITA, Federal, engineering, trade/industry or professional standards, certifications and specifications that Supplier is required to follow or possess in performing this work. The first bullet includes a link to COVA-required standards for all Commonwealth technology projects. The rest are examples only and highlighted to reflect this. If you need an exception of any COVA-required standard, please follow the process located at this link: <http://www.vita.virginia.gov/oversight/default.aspx?id=10344> and select the Data Standards Guidance bulleted link. Your AITR can assist you.)

- COV ITRM Policies and Standards: <http://www.vita.virginia.gov/library/default.aspx?id=537>
- IEEE 802®
- HIPAA
- SAS 70 Type II

17. U.S. ENVIRONMENTAL PROTECTION AGENCY'S AND DEPARTMENT OF ENERGY'S ENERGY STAR GUIDELINES 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, failure of dependent legacy system interoperability, other project dependencies that don't align with this project's schedule, and poor quality of deliverables. Depending on the level of risk of this project, as assessed by your Project Manager and/or Steering Committee, this section may contain any or all of the following components, at a level of detail commensurate with the level of risk. Remember to add them to the Deliverables table.)

C. Initial Risk Assessment

Authorized User and Supplier shall each provide an initial assessment from their point of view.

D. Risk Management Strategy

(The list below is taken from VITA PMD template discussing what should go into a Risk Management Strategy. Don't forget to consider and plan for any budget contingencies to accommodate potential risks that are identified.)

1. **Risk Identification Process:** The processes for risk identification.
2. **Risk Evaluation and Prioritization:** How risks are evaluated and prioritized.
3. **Risk Mitigation Options:** Describe the risk mitigation options. They must be realistic and available to the project team.
4. **Risk Plan Maintenance:** Describe how the risk plan is maintained during the project lifecycle.
5. **Risk Management Responsibilities:** Identify all project team members with specific risk management responsibilities. (e.g., an individual responsible for updating the plan or an individual assigned as a manager).

E. Risk Management Plan

(Include a description of frequency and form of reviews, project team responsibilities, steering and oversight committee responsibilities and documentation. Be sure to add all deliverables associated with risk strategizing and planning to the list of Deliverables.)

18. DISASTER RECOVERY

Planning for disaster recovery for your project is paramount to ensure continuity of service. The criticalness and complexity of your project, including its workflow into other dependent systems of the Commonwealth or federal systems, will help you determine if you require a simple contingency plan or a full-blow contingency plan that follows the Commonwealth’s ITRM Guideline SEC508-00 found at this link:

http://www.vita.virginia.gov/uploadedFiles/Library/ContingencyPlanningGuideline04_18_2007.pdf

It is advisable that you visit the link before making your decision on how you need to address contingency planning and related deliverables in this SOW; as well as, how this will impact your planned budget. A likely deliverable for this section would be a Continuity of Operations Plan. You may choose to include the above link in your final SOW to describe what the Plan will entail. The same link includes the following processes, which you may choose to list in your final requirements for this section, to be performed by your team, the Supplier or both and/or a steering committee if your project warrants such oversight and approval:

- Development of the IT components of the Continuity of Operations Plan (COOP)
- Development and exercise of the IT Disaster Recovery Plan (IT DRP) within the COOP
- Development and exercise of the IT System Backup and Restoration Plan

19. PERFORMANCE BOND

(If your project is sizeable, complex and/or critical, and the VITA Contract does not already provide for a performance bond, you may want the Supplier to provide one. The VITA Contract may include an Errors and Omissions insurance requirement, which would cover the Supplier’s liability for any breach of the Contract or this SOW. Be sure to read the Contract for this information. However, if you feel that this project warrants further performance incentive due to the project or the Supplier’s viability, you may include the following language in this section.)

[Redacted]

20. OTHER TECHNICAL/FUNCTIONAL REQUIREMENTS

(Provide any other unique project technical and functional requirements and expectations in sufficient detail in this section. Ensure they do not conflict with existing requirements in the VITA Contract. Several examples are listed.)

F. [Redacted]

G. [Redacted]

H. [Redacted]

I. [Redacted]

21. REPORTING

(The following are examples of reporting requirements which may be included in your SOW depending on the project’s need for governance. In an effort to help VITA monitor Supplier performance, it is strongly recommended that the SOW include “Supplier Performance Assessments”. These assessments may be performed at the Project Manager’s discretion and are not mandated by VITA.)

A. 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.

B. Supplier Performance Self-Assessment.

Within thirty (30) days of execution of the project start, 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.

C. Performance Auditing

(If you have included service level requirements in the above section entitled, Other Technical/Functional Requirements, you will want to include a requirement here for your ability to audit the results of the Supplier's fulfillment of all requirements, Likewise, you may want to include your validation audit of the Supplier's performance reporting under this Reporting section. It is important, however, that you read the VITA contract prior to developing this section's content so that conflicts are avoided. Suggested language is provided below, but must be customized for your project.)

_____ (If none, you may add your escalation procedure in this section.)

D. Supplier Performance Assessments

(You may want to develop assessments of the Supplier's performance and disseminate such assessments to other Authorized Users of the VITA 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.)

22. CHANGE MANAGEMENT

(Changes to the baseline SOW must be documented for proper project oversight. Depending on your project, you may need to manage and capture changes to configuration, incidents, deliverables, schedule, price or other factors your team designates as critical. Any price changes must be done in compliance with the Code of Virginia, § 2.2-4309. Modification of the contract, found at this link: <http://leg1.state.va.us/cgi-bin/legp504.exe?000+coh+2.2-4309+500825>. Changes to the scope of this SOW must stay within the boundaries of the scope of the VITA Contract.

For complex and/or major projects, it is recommended that you use the VITA PMD processes and templates located at: <http://www.vita.virginia.gov/oversight/projects/default.aspx?id=567>. Administrative or non-technical/functional changes (deliverables, schedule, point of contact, reporting, etc.) should extrapolate the affected sections of this SOW in a "from/to" format and be placed in a numbered modification letter referencing this SOW and date, with a new effective date. The VITA Contract may include a template for your use or you may obtain one from the VITA Contract's Point of Contact. It is very important that changes do not conflict with, but do comply with, the VITA Contract, which takes precedence. The following language may be included in this section, but additional language is needed to list any technical/functional change management areas specific to this SOW; i.e., configuration, incident, work flow, or any others of a technical/functional nature.)

All changes to this SOW must comply with the Contract. Price changes must comply with the Code of Virginia, § 2.2-4309. Modification of the contract, found at this link: <http://leg1.state.va.us/cgi-bin/legp504.exe?000+coh+2.2-4309+500825>

All changes to this SOW shall be in written form and fully executed between the Authorized User's and the Supplier's authorized representatives. For administrative changes, the parties agree to use the change template, attached to this SOW. For technical/functional change management requirements, listed below, the parties agree to follow the processes and use the templates provided at this link: <http://www.vita.virginia.gov/oversight/projects/default.aspx?id=567>

23. 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:

Authorized User:

(Name of Supplier)

(Name of Agency/Institution)

By: _____

By: _____

(Signature)

(Signature)

Name: _____

Name: _____

(Print)

(Print)

Title: _____

Title: _____

Date: _____

Date: _____



**EXHIBIT E CHANGE ORDER TEMPLATE
CONTRACT NUMBER VA-150915-COLL
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
COLLIBRA INC.**

Exhibit E is hereby incorporated into and made an integral part of Contract Number VA-150915-COLL (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and Collibra Inc. (“Supplier”).

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

This Change Order No. **XXX** hereby modifies and is made an integral part of Statement of Work **D-X** (“SOW”), between **NAME OF AGENCY/INSTITUTION** (“Authorized User”) and Collibra Inc. (“Supplier”), which was issued under Contract Number VA-150915-COLL (“Contract”) between the Virginia Information Technologies Agency (“VITA”) and Supplier, on behalf of the Commonwealth of Virginia and its Authorized Users.

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

CHANGE ORDER

This is Change Order No. **XXX** to a SOW issued by **Authorized User** to Supplier under which Supplier is to provide the Authorized User with a **Authorized User Project Name Solution (“Solution”)**.

The following item(s) is/are hereby modified as follows: *[Note: Include only the sections of the SOW that are being changed. Do not include sections not being modified. Changes should be clearly identified as “From” (copy/paste from current SOW section) and “To” (fully describe the change(s) to the referenced section). Here is an example, using SOW section 1.]*

1. PERIOD OF PERFORMANCE

[Redacted]

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

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

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

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

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

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

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



**EXHIBIT G LOBBYING CERTIFICATION
CONTRACT NUMBER VA-150915-COLL
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
COLLIBRA INC.**

Exhibit G is hereby incorporated into and made an integral part of Contract Number VA-150915-COLL ("Contract") between the Virginia Information Technologies Agency ("VITA" or "Commonwealth" or "State") and Collibra Inc. ("Supplier").

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

CERTIFICATION REGARDING LOBBYING

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

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.

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.

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:

A handwritten signature in black ink is written over a horizontal line. The signature is stylized and appears to be the initials "JH" followed by a flourish.

Printed Name: A. Van Zijovelo

Organization: Collibra Inc

Date: 10/23/2015



**EXHIBIT H MAINTENANCE & SUPPORT AGREEMENT
CONTRACT NUMBER VA-150915-COLL
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
COLLIBRA INC.**

Exhibit H is hereby incorporated into and made an integral part of Contract Number VA-150915-COLL (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and Collibra Inc. (“Supplier”).

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

All capitalized words and expressions shall have the same meanings as in the Contract unless otherwise defined.

1. SUPPORT & MAINTENANCE

1.1. During the term of this Contract, Collibra shall provide support & maintenance services regarding the Product(s) upon the terms and conditions set forth in this Contract.

1.2 Reserved

2. RESERVED

3. RESERVED

4. RESERVED

5. RESERVED

6. RESERVED

7. CONTENT OF SERVICES

A. Support and Maintenance Services

COLLIBRA shall provide the following support and maintenance services for the products licensed by the customer:

- Provision of known error corrections by delivery of available patches via electronic communication and for download via the Internet.
- Provision of available minor updates (bundling of several error corrections in one version) for download via the Internet.
- Provision of available major upgrades (version with substantially enhanced volume of functions).
- Email support for the correction of errors in the Software

The support and maintenance services listed in this clause only comprise the products licensed by the customer, but not any new products of the same product family.

The granting of rights of use and the delivery of the relevant license files for all minor, major and maintenance upgrades shall be limited to the number and type of products, as well as the terms of use thereof, for which this Agreement has been concluded.

B. Support content and levels

For the term of this Agreement, COLLIBRA shall provide support in the following manner: Queries for specific technical problems and failures are possible at any time. For this purpose, the customer will send a message indicating the exact problem description and a classification in the following priority and error levels:

B1. Definitions

Versions of COLLIBRA software are defined like this:

- **Major (X.Y.Z)**
 - *Meaning:* Contains new functionalities with large impact. Generally can contain major code rewrites (framework level) Contains all bug fixes and functionalities of the last sub-release (minor and maintenance) of the previous major release. Some existing functionality could be removed (deprecated). Possibly backwards incompatible with previous major releases
 - *Pricing:* included in maintenance fee
 - *Support:* supported always 1 release behind (when v3 is released, v2 is supported, v1 not anymore)

- **Minor (X.Y.Z)**
 - *Meaning:* contains bug fixes and relatively small new functionalities. No big impact on the user. Contains all bug fixes and functionalities of the last maintenance release of the previous minor release.
 - *Pricing:* included in maintenance fee
 - *Support:* supported always 1 minor release behind (or until major expires)
- **Maintenance (X.Y.Z)**
 - *Meaning:* only contains bug fixes. No new features.
 - *Pricing:* included in maintenance fee
 - *Support:* supported until the next maintenance release in the row (or minor/major expires).
- **Current Release**
 - The latest Maintenance Release of software currently available to the public.
- **Product Backlog**
 - The Product backlog is a list containing all the issues that have been accepted by development as valid, but are not planned for a specific release yet.
- **Business Hours**
 - Monday through Friday 9am – 8pm (EST).

B2. Levels

- Urgent
 - **The problem results in extremely serious interruptions to a production system.** It has affected, or could affect, the entire user community. Tasks that should be executed immediately cannot be executed because of a complete crash of the system or interruptions in main function of the production system.
 - Data integrity is compromised.
- High
 - **The problem results in serious interruptions to normal operations, will negatively impact an enterprise-wide installation, urgent deadlines or at risk.** In a production system, important tasks cannot be performed, but the error does not impair essential operations. Processing can still continue in a restricted manner, and data integrity may be at risk. In a pre-production environment, the problem hinders deployment of an enterprise installation. The service request requires timely processing, because the malfunction could cause serious interruptions to critical processes or negatively impact business
 - Severe impact, but operations can continue in a restricted fashion.
- Normal

- **The problem causes interruptions in normal operations.** It does not prevent operation of a production system, or there could be minor degradation in performance. The error is attributed to malfunctioning or incorrect behavior of the software.
- Low
 - **The problem results in minimal or no interruptions to normal operations** (no business impact). The issue consists of 'how to' questions including issues related to APIs and integrations, installation and configuration inquiries, enhancement requests or documentation questions.
 - No impact on operations

B3. SLA

- Urgent
 - *Initial response time:* 2 business hours
 - *Resolution time:* best effort; temporary hot patch is provided when available; customer must upgrade to the next official maintenance release when it is released. An engineer is assigned to the problem full time during Collibra business hours
- High
 - *Initial response time:* 4 business hours
 - *Resolution time:* added to the product backlog where all issues are treated depending on their relative priorities. These issues have the highest priority in the product backlog.
- Normal
 - *Initial response time:* 1 business day
 - *Resolution time:* the issue is added to the product backlog where all issues are treated depending on their relative priorities.
- Low
 - *Initial response time:* best effort
 - *Resolution time:* the issue is added to the product backlog where all issues are treated depending on their relative priorities.

C. Restrictions & Disclaimers

- This is not a training or consultancy service. Specific services covering product training and expertise are available separately.
- SLAs are only applicable on ticket of type bug (not on features).
- A bug is only considered valid, when it is reproducible by the Collibra support engineer on the Current Release.
- A Support Service Ticket is defined as a single discrete question, problem or bug (that cannot be divided into subordinate problems). If a problem includes subordinate problems, then each will be treated as a separate Service Ticket. Collibra uses web conferencing technology from GoToMeeting for remote support if needed.

8. LICENSEE'S OBLIGATIONS

8.1. The customer will assign at most two people as Collibra's sole support contacts.

8.2. Issue reporter must have English language communication skills and the relevant technical knowledge to assist the Collibra support engineer in performing the Support services contemplated under this Agreement.

8.3. All Support Service Tickets shall be opened through the "Collibra" support center (<http://support.collibra.com> or support@collibra.com).

8.4. The Customer has the responsibility to send all needed information to reproduce the problem (clear problem description, reproduce script, environment/configuration description, log files, database, ...).

8.5. The software needs to go through a test-phase at the customer first. This means that a fully working system, fully representing the future production case, has to be set up.

8.6. The Licensee is solely responsible for maintaining, updating and troubleshooting the Designated Equipment.

8.7. The Licensee shall not request, permit or authorize a third party to provide Support & Maintenance Services with respect to the Product(s), unless such party is a official Collibra product and maintenance reseller.

8.8. The Licensee shall not modify or adapt, disassemble any portion of the Product(s) without permission of Collibra.

8.9. The Licensee shall use its reasonable endeavors to assist Collibra in the diagnosis of any error or defect in the Product(s).