



Commonwealth of Virginia
Virginia Information Technologies Agency

NEXT GENERATION SOFTWARE ANALYTICS

Optional Use Contract

Date: December 30, 2015

Contract #: VA-150915-DATS

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: Datastrong, LLC
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Suite 600
Fairfax, VA 22031

FIN: 26-3391770

Contact Person: Mark Williams
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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
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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

Datastrong, LLC

**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 Datastrong, LLC ("Supplier"), a Virginia limited liability company headquartered at 8315 Lee Highway, Suite 600, Fairfax, Virginia 22031 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 Business Intelligence (BI), predictive, prescriptive, statistical analytics, simulation, data visualization, data quality, data governance, unstructured data and Microstrategy Mobile.

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

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>.

D. 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 timeframes in which Supplier shall respond to a request for Maintenance Services. The available Maintenance Levels shall be 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 thirty (30) days to cure the breach and/or default. If Supplier fails to cure the breach as noted, VITA may immediately terminate this Contract or any order or SOW issued hereunder, in whole or in part. If an Authorized User deems the Supplier to be in breach and/or default of an order or SOW, such Authorized User shall provide Supplier with notice of breach and/or default and allow Supplier thirty (30) days to cure the breach and/or default. If Supplier fails to cure the breach and/or default as noted, such Authorized User may 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 six (6) months. 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, nonexclusive, transferable (as expressly provided herein), irrevocable (subject to Section 27.E Dispute Resolution) object code license to use and copy (for archival purposes only), the Software and Documentation the type, version and quantity of which as specified in the applicable Statement of Work, 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. The Commonwealth and any Authorized User may transfer or assign to any state agency, board, commission, or other quasi-political entity conducting the business of the Commonwealth of Virginia any license to Software pursuant to the Contract, provided Supplier receives prompt written notice of such. 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 or Supplier's licensors, and no title or ownership of the Software or any of its parts, including Documentation, shall transfer to the Commonwealth or any Authorized User. Supplier has the right to grant to the Commonwealth and the Authorized Users the licenses to the Software and Documentation contained herein. The license grant is for the country in which the Software is delivered.

The Commonwealth and all Authorized Users shall have the right to use and copy (for archival purposes) the Software for government use and purposes and for the benefit of their Agents working on behalf of the Commonwealth or Authorized Users including internal and third-party information processing. All license rights are limited by the licensed number of Named User licenses and/or CPU Licenses, as applicable. The Commonwealth and/or the Authorized Users shall be responsible for all acts of their Agents' use of any license granted under this Contract

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, access to 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, and disaster recovery as specified in the applicable SOW, 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.

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, including the metadata created by such software.

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, or to whom the license was transferred, 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.

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. The license fee for CPU Licenses is set forth on Exhibit B.

Named User License

The license(s) granted under this Section authorizes use of the Software on any system based on the total number of Named Users. An Authorized User may increase the number of Named User licenses upon issuing an order or SOW for additional Named User licenses. The license fee for Named User licenses 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, which shall be specified and described in the applicable Statement of Work. Unless otherwise provided for in the applicable Statement of Work, all Services performed hereunder shall only include the 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.

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 of the Commonwealth's Confidential Information relating to the Work Product.

B. Ownership

Supplier agrees that all Work Product described in the applicable Statement of Work shall be considered "works made for hire" or an employment to invent. Additionally, all Work Product 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. Limited Warranty

During the warranty period of ninety (90) days, or as specified in the applicable order or SOW, Supplier warrants that the Services, Solution, Solution Components, Deliverables, Product, Software, Updates, as authorized and provided by Supplier under this Contract, shall meet or exceed the Requirements. Supplier shall correct, at no additional cost to any Authorized User, all errors identified during the warranty period that result in supplier's failure to meet the Requirement or its contractual obligations.

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 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 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

See Exhibit H

D. Service Levels

See 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

See Exhibit H

G. Remedies

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 of ten percent (10%) 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 five (5) 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 and/or Evaluation

If the Supplier's contractual obligations include the provision of a Solution, an Application and Licensed Services, or Software-as-a-Service, at the request of any Authorized User, Supplier

shall perform a demonstration of its Solution, or its Application and Licensed Services or Software-as-a Service at such Authorized User's location and at no charge.

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

F. Statement of Work

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. COMPETITIVE PRICING

Supplier warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any commercial or government customer of Supplier. If Supplier enters into any arrangements with another customer of Supplier or with an Authorized User to provide the products and services, available under this Contract, under more favorable prices, as the prices may be indicated on Supplier's current U.S. and International price list or comparable document, then this Contract shall be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Supplier shall immediately notify VITA of such change.

20. ESCROW AGREEMENT

Datastrong, LLC will cause MicroStrategy to make VITA the beneficiary of the escrow agreement attached to contract VA-150915-DATS, Exhibit C.

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 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.

Supplier shall have no indemnification obligation for any Claim arising from or based upon (a) a Commonwealth's Indemnified Party's misuse or unauthorized use of a product or the use of a product e outside the scope of use identified in the Documentation for such product, if the claim would not have arisen without such use; or (b) Commonwealth's Indemnified Party's modification of a product, if the claim would not have arisen without such modification; or (c) Commonwealth's Indemnified Party's use of a prior version of any product, if use of a newer version of the product (which Supplier made available to the Commonwealth and the Authorized Users at no additional cost under an active subscription to Technical Support as defined in Exhibit H) would have avoided such Claim.

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 that results in claims for bodily injury, including death, and real and tangible property damage, (iii) Supplier's indemnification obligations, (iv) Supplier's breach of its confidentiality obligations as specified under this Contract, (v) Supplier's breach of its security compliance obligations as specified under this Contract, and (vi) Supplier's breach of its data privacy and security obligations as specified under this Contract, Supplier's liability shall be limited to: the greater of: (i) Five Hundred Thousand Dollars (\$500,000) or (ii) twice the aggregate amount paid to Supplier for the Services giving rise to the claim for the six (6) month period immediately preceding the accrual of a claim or loss.. 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.

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. For purposes of this Contract, the time period for Authorized User to render a final decision under Section 2.2-4363(C)(2) of the Code of Virginia shall be thirty (30) days.

The then-current terms and conditions in documents posted to the aforementioned 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 - End User Licensing Agreement (for reference only)

Exhibit G - Certification Regarding Lobbying

Exhibit H - Service Level Agreement

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.

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
By: 
(Signature)
Name: Andrew J. Patterson
(Print)
Title: Managing Partner
Date: 11/2/2015
Address for Notice:
8315 Lee Highway
Suite 600
Tarfax, VA 22031
Attention: Contracts

VITA
By: 
(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-DATS
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
DATASTRONG, LLC

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

A.1 Business Intelligence

	Requirements	A	B
1	Identify the components of your analytics tool set that fit this category	n/a	<p>The MicroStrategy software architecture proposed by Datastrong provides the common services of metadata, prompt generation, scheduling, in-memory data, shared caching, security, user management, query generation, query governing, and administration. More importantly, it is the core engine which supports each of the Styles of BI as plug-n-play “service modules” that can be mixed and matched in any combination. These modules include MicroStrategy Report Services for pixel perfect reporting, Mobile apps, dashboards and scorecards, MicroStrategy OLAP Services for speed-of-thought slicing and dicing, MicroStrategy Visual MicroStrategy Distribution Services for alerting proactive notification functionality, and MicroStrategy Transaction Services for data input and write-back capabilities. MicroStrategy ROLAP and analytics are always an integral part of the core engine.</p> <p>MicroStrategy software customers can add various “service modules” to the core engine to incrementally extend its functionality. Each service module is designed to build on one another, adding new functionality to each other when used in combination. This means that a customer can add the OLAP Services module to the engine, and all previously-built grid reports automatically become Intelligent Cube™ reports, and inherit a wide range of new functionality. In addition, a customer can add the Report Services module, and be able to re-use all the previously-built grid and cube reports as datasets for the new pixel-perfect document. Furthermore, the Transaction Services module can be added to enable data input and write-back functionality on Report.</p> <p>MicroStrategy Report Services is a plug-n-play extension to Intelligence Server providing pixel-perfect, print-perfect, and page-perfect app, dashboard, visual analysis, and report design and distribution through MicroStrategy Mobile, Web, Office, Desktop, and Distribution Services. Report Services delivers the most exacting report formatting for any of the following:</p> <p>Mobile Applications – highly interactive apps that deliver business intelligence, transactions, and multimedia content to the mobile workforce</p> <p>Dashboards and Scorecards – highly visual, interactive, pixel-perfect displays that provide “at-a-glance” view of the enterprise using gauges, dials, KPIs, and visualizations</p> <p>Visual Insight – visual exploration of data with a large library of interchangeable visualizations and speed-of-thought filtering to help you spot outliers and anomalies in your data quickly</p> <p>Enterprise Reports – classic production reporting requiring print-perfect layout with data organized</p>

			<p>and aggregated into hierarchies or bands of increasing finer detail</p> <p>Invoices and Statements – page-perfect layouts designed for billing applications and statutory reporting</p> <p>Business Reports – any report format, usually combining graphs, detail data, and often explanatory text, used to describe business performance</p> <p>Report Services reports, dashboards, scorecards, analyses, invoices, statements, and business reports have fully interactive analytical, WYSIWYG design, and transactional capabilities over a zero-footprint Web browser and on Mobile devices.</p> <p>In addition, business users can set up delivery subscriptions that will execute only when certain conditions or thresholds in a report are met. This ensures that users are only alerted to any radical departure from a standard business condition enabling them to take prompt action. Any user can quickly set up a threshold on a report and create a subscription that will execute only when threshold condition is met. Alert deliveries can be triggered by one report and deliver a different report, dashboard, or document.</p> <p>MicroStrategy Analytics enables organizations to perform descriptive analytics with the features and capabilities listed above. It also provides functions and transformations for users to be able to do year transformations such as Year to Date, Month to Date, etc. metrics, Last Year vs This Year, LM, LQ, LW, Previous Periods etc. So users can easily do time dimension comparisons and post-mortem analytics.</p>
2	Identify platforms for deployment (cloud, Intel, appliance, OSs, database versions etc.) for the tools you have included in this category	n/a	MicroStrategy is the largest independent vendor of Business Intelligence and thus, agnostic in its support for OSs, Database versions, browsers, etc. MicroStrategy software supports a wide range of database versions, OSs, browsers, appliances, and web servers (Please See Readme file located in the Appendix).
3	Explain licensing options for the tools you have included in this category	n/a	MicroStrategy software is licensed primarily in 2 ways, by Named User or through a capacity model (licensed by CPU core). Datastrong works with our client and MicroStrategy to customize configurations to best support the current and future needs of the users, as well as to best accommodate the infrastructure on which MicroStrategy software is installed, to optimize efficiency. We also strongly encourage, as many customers have done, to establish separate environments from production, for development, testing, etc. For these environments, Datastrong will work with customers to provide a minimal cost licensing model that is similar to that in the production environment.
4	Does your Solution allow for your tool sets	Y	MicroStrategy software can be deployed as an Enterprise System. Providing critical information to

	to be deployed in order to support shared use among Commonwealth agencies? Explain how.		<p>various agencies. As the number of departmental business intelligence applications, powered by different technologies, in an organization grow, the IT departments face a challenge to manage and maintain them. Ultimately, an organization will advance from having isolated BI applications towards BI standardization.</p> <p>MicroStrategy software can be installed behind the firewall and accessed by multiple agencies through a zero foot print web user interface to all users across multiple agencies, from any web browser. MicroStrategy software provides a centralized metadata for a single version of the truth. Multiple projects can be enabled on a single metadata as well for each agency if needed to keep separate, but within a single environment.</p> <p>MicroStrategy software can access all of the data, administer all of the people, eliminate repetitive data access, reduce the administrative effort, and reduce the time to deploy new BI applications. Many companies are successfully achieving this new era of business intelligence with MicroStrategy technology.</p>
5	Do you provide training on your solution? If yes, please explain the options.	Y	<p>As proposed by Datastrong, 200+ hours of online courses for Business Intelligence professionals and users are included for free through MicroStrategy's website. http://www.microstrategy.com/Education/Online/</p> <p>In addition, a variety of instructor-led training courses may be purchased through Datastrong for delivery via private or public instruction. Datastrong can provide customized training using agency specific data and examples or VITA can purchase additional instructor led training from Datastrong. http://www.microstrategy.com/Education/Instructor_Led/</p> <p>Education passes ideal for a developer or administrator are also available for purchase through Datastrong. http://www.microstrategy.com/Education/PEP/</p>
6	Do you provide installation (including configuration) services for these tool components above?	Y	<p>Datastrong can be contracted to perform or simply advise The Commonwealth or an agency on how to install and configure MicroStrategy's software specific to your implementation goals. As part of an active subscription, MicroStrategy Technical Support will also be available to VITA to address issues relating to the operation of the software and troubleshooting, online support, and updates should an agency perform an installation without the assistance of a service provider.</p>
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	<p>Depending on the technical resources available to the agency, Datastrong can augment or provide technical expertise to implement the MicroStrategy software across an agency. Datastrong resources can follow an existing VITA development methodology or utilize our own (See Supplier Profile section) to identify, plan, and solve for various business needs.</p>
8	For your Solution, provide examples of how the tools were used by both business and IT users and the level of training and	n/a	<p>MicroStrategy software was selected last year as the BI tool of choice for Virginia Department of Corrections.</p> <p>VADOC is tasked with building a data warehouse to support the Department of Public Safety's</p>

	<p>skill required by each. Include what entity used the tools. If possible, use government related examples.</p>	<p>initiative for Evidence-Based Practice (EBP). Evidence-based practice is the application of science into operational practice for services and programs for offenders. Using EBP has proven to reduce criminal behavior by focusing on risk reduction in addition to traditional risk control. Using MicroStrategy software, VADOC Administration would be able to:</p> <ul style="list-style-type: none"> • Better assign/classify inmates security levels • Improved insight into Inmate review classification process • Create strategy for training Correctional Officers and their effectiveness • Have DOC analyst with ways to visually explore data to understand and spot general trends within Inmate data <p>Using MicroStrategy software, the Virginia Department of Corrections will be able to perform reporting and analytics on offenders behaviors and VADOC rehabilitative programs. Looking at things such as the intake process. That includes an examination and evaluation (by whom within VADOC). It will also track what types of classes and programs inmates take and how that affects the release dates, Reassignment to a more/ less secure facility and Release programs (drug testing, halfway houses, probation, etc.). If VADOC is able to better allocate rehabilitative programs, it could reduce the amount of days an offender is in the system. Additional savings could be found from reducing the recidivism of inmates.</p>
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A.2 Predictive and Prescriptive analytics

	Requirements	A	B
1	Identify the components of your analytics tool set that fit this category	n/a	<p>The MicroStrategy BI platform proposed by Datastrong is the first to deliver data mining and predictive analytics to all users through a fully integrated enterprise-caliber BI system. Business users, report designers, and analysts can view and build predictive reports using MicroStrategy software, and distribute these reports to all relevant decision makers.</p> <p>MicroStrategy software introduced Data Mining Services to provide data mining scoring capabilities in Intelligence Server, making MicroStrategy software the only BI platform that supports all three approaches to integrating data mining with mainstream business intelligence. The goals behind the introduction of Data Mining Services were as follows:</p> <ul style="list-style-type: none"> • Let business users apply the predictive models in their everyday reports, against all relevant data in data warehouse • Minimize the time between data scoring, and the availability of the score to end users • Improve the distribution and reach of the predictive insight through the various user interfaces of the MicroStrategy software platform, including Mobile smartphones and tablets, the zero-footprint Web client, the integration with Microsoft Office, the Desktop development environment, and the proactive report delivery and user self-service capabilities. • Provide a unified security and industrial-strength BI architecture for data mining that is integrated with the rest of the BI platform • Accomplish all of the above with minimal assistance from the database administrator • Data Mining Services added numerous scoring algorithms to the extensive library of over 270 analytic functions available in the MicroStrategy BI platform. • Regression models are widely used in applications such as seasonal forecasting, quality assurance, and credit risk analysis. <p>Neural Network, Decision Tree, Clustering/Segmentation, Time Series Analysis, Association Rules, Monte Carlo Simulation.</p> <p>Predictive Analysis Using MicroStrategy Analytic Library The MicroStrategy BI platform contains an analytic function library of over 270 basic, OLAP, mathematical, financial, and statistical functions that can be used to create business metrics and key performance indicators. In addition, it offers numerous advanced analysis capabilities such as set analysis, transformations, dimensional, and conditional metrics that can be used in conjunction with the function library to provide predictive analysis without requiring a third-party data mining tool.</p> <p>An example of the native predictive analysis capabilities in the MicroStrategy BI platform is the</p>

			<p>ability to define multi-variate regression models that relate several independent variables to predict an outcome of the dependent variable. The regression model supports both linear and exponential regression. These models can be constructed as tree models where each node of a tree contains a separate regression.</p> <p>Regression models are created with a Training Metric Wizard that prompts for the dependent variable, independent variables, and tree levels. The Wizard also specifies the desired outputs of the model, including the score and the confidence level of the score. Upon completion, the wizard generates a standard MicroStrategy metric, and a PMML rendering of the model.</p> <p>With Data Mining Services, organizations can maximize their investment in data mining products by importing a predictive modeling mark-up language (PMML) representation of the predictive models generated by the data mining product, and seamlessly encapsulating the model as a predictive metric for use with any report or document. Business users continue to inherit all the object-reuse, security, administrative, and manageability benefits of the MicroStrategy BI platform.</p> <p>In addition, MicroStrategy software can tightly integrate with R analytics out of the box. R is a statistical environment that is specialized in data mining and statistical packages. With MicroStrategy software, any R script becomes a metric, thanks to our R Integration Pack. The metric expression pasted into the metric editor captures the inputs, outputs and parameters involved in the script. MicroStrategy software sends the data to R for processing, and R returns the results for visualization within MicroStrategy software. R can be utilized whenever the model desired is not available through the 300+ functions that comes out-of-the-box (which should cover most commonplace cases).</p> <p>MicroStrategy software's multisource option enables organizations to be able to join data from multiple sources. This data can be structured and unstructured data.</p>
2	Identify platforms for deployment (cloud, Intel, appliance, OSs, database versions etc.) for the tools you have included in this category	n/a	MicroStrategy is the largest independent vendor of Business Intelligence and thus, agnostic in its support for OSs, Database versions, browsers, etc. MicroStrategy software supports a wide range of database versions, OSs, browsers, appliances, and web servers (Please See Readme file located in the Appendix).
3	Explain licensing options for the tools you have included in this category	n/a	MicroStrategy software is licensed primarily in 2 ways, by Named User and as a capacity model (licensed by CPU core). Datastrong works with our client and MicroStrategy to customize configurations to best support the current and future needs of the users, as well as to best accommodate the infrastructure on which MicroStrategy software is installed, to optimize efficiency. We also strongly encourage, as many customers have done, to establish separate environments from production, for development, testing, etc. For these environments, Datastrong will work with customers to provide a minimal cost licensing model that is similar to that in the

			production environment.
4	Does your Solution allow for your tool sets to be deployed in order to support shared use among Commonwealth agencies? Explain how.	Y	Yes, MicroStrategy software can be deployed as an Enterprise System. Providing critical information to various agencies. Since the predictive analytics and prescriptive analytics module is part of the MicroStrategy BI platform and thus, the same premise as the answer on section C, number 1 applies.
5	Do you provide training on your solution? If yes, please explain the options.	Y	As proposed by Datastrong, 200+ hours of online courses for Business Intelligence professionals and users are available for free through MicroStrategy's website. http://www.microstrategy.com/Education/Online/ In addition, a variety of instructor-led training courses may be purchased through Datastrong for delivery via private or public instruction. http://www.microstrategy.com/Education/Instructor_Led/ Education passes ideal for a developer or administrator are also available for purchase through Datastrong. http://www.microstrategy.com/Education/PEP/
6	Do you provide installation (including configuration) services for these tool components above?	Y	Datastrong can be contracted to perform or simply advise The Commonwealth or an agency on how to install and configure MicroStrategy's software specific to your implementation goals. As part of an active subscription, MicroStrategy Technical Support will also be available to VITA to address issues with the operation of the software and troubleshooting, online support, and updates should an agency perform an installation without the assistance of a service provider.
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	Depending on the technical resources available to the agency, Datastrong can augment or provide technical expertise to implement the MicroStrategy software across an agency. Datastrong resources can follow an existing VITA development methodology or utilize our own (See Supplier Profile section) to identify, plan, and solve for various business needs.
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	Predictive Analytics is heavily used by many MicroStrategy software customers across many industries – for example, in the insurance vertical, an organization using MicroStrategy software built regression models to forecast how many policies they will have in their book of business at the end of each month.

A.3 Statistical analysis and Simulation

	Requirements	A	B
1	Identify the components of your analytics tool set that fit this category	n/a	<p>The MicroStrategy BI platform proposed by Datastrong contains an analytic function library of over 270 basic, OLAP, mathematical, financial, and statistical functions that can be used to create business metrics and key performance indicators. In addition, it offers numerous advanced analysis capabilities such as set analysis, transformations, dimensional, and conditional metrics that can be used in conjunction with the function library to provide predictive analysis without requiring a third-party data mining tool.</p> <p>In terms of Statistical programming – MicroStrategy software provides a full function module on statistical functions. The statistical functions include a wide range of functions designed to provide you with the tools to perform statistical analysis on your data– see Function Library reference for a full list of all the statistical functions provided by MicroStrategy software.</p> <p>In terms of Econometrics – MicroStrategy software provides multiple functions and models to enable forecasting and simulation such as Regressions, Time Series Analysis, Moving Average, etc. Also, with MicroStrategy software VITA can build what-if analysis for data simulation. End users can easily manipulate and work with What-if Analysis without much training or without any IT involvement, by simply dragging selector controls to change the value of the metrics involved in the analysis. E.g, users will be able to change the value of Operation Expenses to see what would happen to the total Profit.</p> <p>See the dashboard library: http://www.microstrategy.com/DashboardGallery/Dashboards/IncomeStatementSilver.asp</p> <p>Operations research – MicroStrategy software alerting capability enables users to be proactively notified when certain conditions are met. Alert deliveries can deliver a different report, dashboard, or document that will provide insight into the issue and provide information for next steps. In addition, users can perform operational simulation through MicroStrategy software functions and what-if analysis showing the expected benefit for each suggested</p> <p>Statistical visualization – MicroStrategy software’s out of the box visualizations and Data Discovery tool, combined with our statistical functions and models can provide VITA exploratory capabilities in a visual interface that can be used to understand data in a very easy and intuitive format that will enable users to immediately spot outliers, trends and areas of concern.</p> <p>Statistical quality improvement – MicroStrategy software offers 270+ library of functions ranging from mathematical, statistical, data mining, etc. that can be leverage to review the quality and safety controls.</p>

			<p>High-performance statistics – In addition to a high performing ROLAP architecture, MicroStrategy software provides developers the ability to store data in memory through our In-Memory cube technology to dramatically improve performance and scalability. In-Memory Cubes are designed to overcome the limitations of caching, opening up the technology to a wider range of analytics. In-Memory Cubes are not isolated data islands, but exist within the virtual data model that spans a BI application. In-Memory Cubes instantiate part of this data model into the Intelligence Server memory space and give users fast, sophisticated OLAP functionality while maintaining full access to the entire enterprise database/ databases. The data in the cubes is always up-to-date; if a cube is missing data that the user needs, or if the data has been updated in the database, the Intelligence Server will retrieve it from the database. MicroStrategy software In-Memory Cubes present highly interrelated subsets of data to end-users, making it simpler to perform quick analyses. Data proximity accelerates system performance while maintaining user self-service access to all corners of the enterprise database.</p> <p>Simulation – MicroStrategy software supports models and visualizations that will enable VITA users to perform simulations without actually performing the operation. Some of these examples are the interactive bubble visualization that can be played as a movie to enable users see how the different data points move through out the different periods of time or through different categories of data. The Waterfall visualization will enable VITA users to simulate what would happen if certain KPIs change. In addition, MicroStrategy software is flexible enough to perform Monte Carlo Simulations - Monte Carlo Simulation is a class of computational algorithms (and a type of analytic) that rely on repeated random sampling to compute their results. Monte Carlo methods are often used when simulating physical and mathematical systems with a well-defined relationship between system variables (inputs) and the system’s response (output). Relies on repeated computation of random or pseudo-random numbers to understand the behavior of the system. Monte Carlo methods tend to be used when it is unfeasible or impossible to compute an exact result with a deterministic algorithm.</p>
2	Identify platforms for deployment (cloud, Intel, appliance, OSs, database versions etc.) for the tools you have included in this category	n/a	MicroStrategy is the largest independent vendor of Business Intelligence and thus, agnostic in its support for OSs, Database versions, browsers, etc. MicroStrategy software supports a wide range of database versions, OSs, browsers, appliances, and web servers (Please See Readme file located in the Appendix).
3	Explain licensing options for the tools you have included in this category	n/a	MicroStrategy software is licensed primarily in 2 ways, by Named User and as a capacity model (licensed by CPU core). Datastrong works with our client and MicroStrategy to customize configurations to best support the current and future needs of the users, as well as to best accommodate the infrastructure on which MicroStrategy software is installed, to optimize efficiency. We also strongly encourage, as many customers have done, to establish separate environments from production, for development, testing, etc. For these environments, Datastrong will work with customers to provide a minimal cost licensing model that is similar to that in the production environment.

4	Does your Solution allow for your tool sets to be deployed in order to support shared use among Commonwealth agencies? Explain how.	Y	Yes, MicroStrategy software can be deployed as an Enterprise System. Providing critical information to various agencies. Since the statistical and simulation module is part of the MicroStrategy Business Intelligence stack, thus the same premise as the answer on section C, number 1 applies
5	Do you provide training on your solution? If yes, please explain the options.	Y	As proposed by Datastrong, 200+ hours of online courses for Business Intelligence professionals and users are available for free through MicroStrategy's website. http://www.microstrategy.com/Education/Online/ In addition, a variety of instructor-led training courses may be purchased through Datastrong for delivery via private or public instruction. http://www.microstrategy.com/Education/Instructor_Led/ Education passes ideal for a developer or administrator are also available for purchase through Datastrong. http://www.microstrategy.com/Education/PEP/
6	Do you provide installation (including configuration) services for these tool components above?	Y	Datastrong can be contracted to perform or simply advise The Commonwealth or an agency on how to install and configure MicroStrategy's software specific to your implementation goals. As part of an active subscription, MicroStrategy Technical Support will also be available to VITA to address issues with the operation of the software and troubleshooting, online support, and updates should an agency perform an installation without the assistance of a service provider.
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	Depending on the technical resources available to the agency, Datastrong can augment or provide technical expertise to implement the MicroStrategy software across an agency. Datastrong resources can follow an existing VITA development methodology or utilize our own (See Supplier Profile section) to identify, plan, and solve for various business needs.
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	CMS – Centers for Medicare and Medicaid: <i>Inpatient Hospital Dashboard</i> Offers statistical views of the Inpatient Prospective Payment System (IPPS) data as it relates to claims payment and volume as collected by CMS. <i>Drug Benefits Dashboard</i> Offers statistical views of the Prescription Drug Event (PDE) data as it relates to drug costs and utilization as collected by CMS <i>Hospital Quality Initiative</i> Tracks hospital performance across the nation Highlights economic incentives and penalties based on quality measurement

A.4 Data Visualization

	Requirements	A	B
1	Identify the components of your analytics tool set that fit this category	n/a	<p>Yes, the MicroStrategy software proposed by Datastrong provides basic and advanced visualizations, which can be used to analyze data.</p> <p>Basic Visualizations include, bar graphs, pie charts, are graphs, line charts, scatter plots, polar & radar charts, bubble, high low stock, histogram, funnel, pareto, box plot, gantt, 3D charts, combination and budgeting or lipstick graphs.</p> <p>Advanced visualizations are intuitive, interactive displays of data that allow data consumers to quickly understand large quantities of information quickly and in a visual manner. MicroStrategy software provides a wide selection of pre-made advanced visualizations, also called “widgets” which include:</p> <ul style="list-style-type: none"> • Bubble Grid • Cylinder • Data Cloud • Date Selection • ESRI Map • Fisheye Selector • Funnel • Gauge • Google Map • Graph Matrix • Heat Map • Interactive Bubble Graph • Interactive Stacked Graph • Media Widget • Microcharts • RSS Reader • Sparkline • Thermometer • Time-Series Slider • Waterfall chart • Weighted List Viewer <p>Some of these visualizations can actually be displayed as animations over time, for instance.</p> <p>In addition to these advanced visualizations and mapping capabilities, MicroStrategy software</p>

			<p>provides the ability for users to include their own image layouts, which can be from custom images, to custom maps, etc.</p> <p>A Visual Analysis is a presentation of large data volumes as intuitive data visualizations. This format of information delivery is specifically designed for data discovery and is aimed to empower business users to get their business insights, spot outliers quickly without involving people to IT. Instead of looking through rows and columns of data, a user can see their data in a visual format and quickly derive insights by adding attributes and metrics onto the visualizations. MicroStrategy software provides a large number of advanced visualizations to choose from such a Graph Matrix, Maps, Heat Maps, and standard charts. A visual analysis is fully interactive and provides standard analysis functionality such as multi-key sorting, pivoting, drilling, adding new metrics and aggregations, ranking, page-by, thresholding as well as filtering.</p> <p>In addition, MicroStrategy software version 10 is expected to provide a capability to integrate 3rd party JavaScript-based visualizations, in particular D3 visualizations, into Visual Insight.*</p> <p>*Future features are subject to change and Datastrong cannot guarantee these features until the product becomes Generally Available from MicroStrategy.</p>
2	Identify platforms for deployment (cloud, Intel, appliance, OSs, database versions etc.) for the tools you have included in this category	n/a	MicroStrategy is the largest independent vendor of Business Intelligence and thus, agnostic in its support for OSs, Database versions, browsers, etc. MicroStrategy software supports a wide range of database versions, OSs, browsers, appliances, and web servers (Please See Readme file located in the Appendix).
3	Explain licensing options for the tools you have included in this category	n/a	MicroStrategy software is licensed primarily in 2 ways, by Named User and as a capacity model (licensed by CPU core). Datastrong works with our client and MicroStrategy to customize configurations to best support the current and future needs of the users, as well as to best accommodate the infrastructure on which MicroStrategy software is installed, to optimize efficiency. We also strongly encourage, as many customers have done, to establish separate environments from production, for development, testing, etc. For these environments, Datastrong will work with customers to provide a minimal cost licensing model that is similar to that in the production environment.
4	Does your Solution allow for your tool sets to be deployed in order to support shared use among Commonwealth agencies? Explain how.	Y	Yes, MicroStrategy software can be deployed as an Enterprise System. Providing critical information to various agencies. Since the data visualizations module is part of the MicroStrategy Business Intelligence stack, thus the same premise as the answer on section C, number 1 applies to this section.
5	Do you provide training on your solution? If yes, please explain the options.	Y	<p>As proposed by Datastrong, 200+ hours of online courses for Business Intelligence professionals and users are available for free through MicroStrategy's website. http://www.microstrategy.com/Education/Online/</p> <p>In addition, a variety of instructor-led training courses may be purchased through Datastrong for</p>

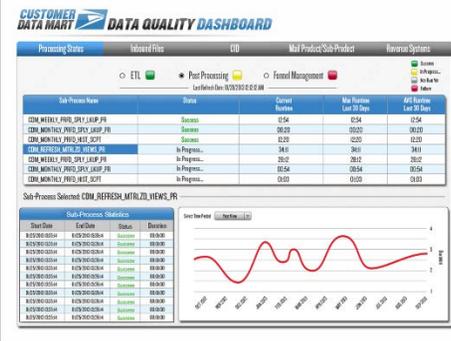
			<p>delivery via private or public instruction. http://www.microstrategy.com/Education/Instructor_Led/</p> <p>Education passes ideal for a developer or administrator are also available for purchase through Datastrong. http://www.microstrategy.com/Education/PEP/</p>
6	Do you provide installation (including configuration) services for these tool components above?	Y	Datastrong can be contracted to perform or simply advise The Commonwealth or an agency on how to install and configure MicroStrategy’s software specific to your implementation goals. As part of an active subscription, MicroStrategy Technical Support will also be available to VITA to address issues with the operation of the software and troubleshooting, online support, and updates should an agency perform an installation without the assistance of a service provider.
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	Depending on the technical resources available to the agency, Datastrong can augment or provide technical expertise to implement the MicroStrategy software across an agency. Datastrong resources can follow an existing VITA development methodology or utilize our own (See Supplier Profile section) to identify, plan, and solve for various business needs.
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	<p>United States Department of State (DoS)</p> <p>Datastrong has helped to implement a self-service approach to Data Visualizations using the Visual Insight product included with MicroStrategy. Users are able to connect to existing databases or upload excel files (among others) to perform rapid and agile data analytics without extensive development timeframes. Datastrong worked with end users from DoS to understand initial requirements and then train users or augment the bureau with data analysts to build quick data visualizations or reports. Visual Insight is an easy to learn data visualization tool that can be self-taught or learned through a variety of training options. For DoS, Datastrong offered user training sessions to educate staff on how to use the tool.</p> <p>The Department of Energy published a self-contained MicroStrategy dashboards on the external website of energy.gov: http://energy.gov/hss/services/reporting/analytical-dashboards</p> <p>The Injury and Illness Dashboard is a tool that allows users to easily explore DOE occupational safety and health injury and illness information. Its features include:</p> <p>Graphical and tabular depictions of injury and illness information Calendar year and fiscal year incidence rates for DOE and DOE contractor total recordable cases (TRC) of injuries and illnesses and cases involving days away from work or on job transfer or restriction (DART) due to injury or illness Incidence rates of injuries and illnesses by DOE program organization and site Information on injury characteristics (e.g., nature of work being performed and injury sustained) by program organization and site a selection of metrics, including TRC and DART cases and rates.”¹</p> <p>The Nuclear Safety Information (NSI) Dashboard is a tool that enables users to easily identify,</p>

		<p>organize and analyze nuclear safety-related events reported into the DOE Occurrence Reporting and Processing System (ORPS). Its features include:</p> <ul style="list-style-type: none"> • Graphical and tabular depictions of occurrence reporting information by major groups of ORPS reporting criteria for all of DOE or by program organization, site or contractor • List of ORPS reports within user-defined parameters • Direct links to individual final ORPS reports • List of Integrated Safety Management codes, cause codes and keywords assigned to individual ORPS reports and related charts for the set of ORPS reports within user-defined parameters
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A.5 Data quality

	Requirements	A	B
1	Identify the components of your analytics tool set that fit this category	n/a	<p>With the current version of MicroStrategy software proposed by Datastrong, Datastrong has used Dashboards and reports to monitor data quality in the ETL and data structures. The Commonwealth would be able to enhance the ability to monitor the various components and operations of existing or future data sources. Dashboards would provide a visual means to oversee</p> <ul style="list-style-type: none"> • Current Processing Status statistics for the ability to oversee ETL, Post Processing, and database jobs which operate within a data source • Inbound Files to observe the nature and trends of incoming source files that populate a data warehouse • Insight into incoming data mappings included in source files from various source systems <p>In the future, the next version of MicroStrategy software is expected to include enhanced data quality functionality as part of its data import capability*.</p> <p>In terms of Parsing and standardizing data. MicroStrategy software will support through its data import capability the ability to decompose text fields into components parts and formatting of values into consistent layouts, user-defined business rules, and knowledge bases of values and patterns.</p> <p>MicroStrategy software Data Wrangling is expected to also support cleansing of data.</p> <p>MicroStrategy Data Wrangler does support Clustering/Matching which allows merging entities in a column; Data Import also supports union-ing of tables with matching objects; and is anticipated to have an automatic way of linking objects across tables based on Column Names & Data Type.</p> <p>In terms of Profiling –Data Wrangler allows users to profile their data, check for blanks, data type mismatches et al.</p> <p>In terms of data enrichment —MicroStrategy software’s public data connector allows user to search and bring in external data and add it to the analysis. (Such as consumer demographic attributes or geographic descriptors)</p> <p>*Future features are subject to change and Datastrong cannot guarantee these features until the product becomes Generally Available from MicroStrategy</p>
2	Identify platforms for deployment (cloud, Intel, appliance, OSs, database versions etc.) for the tools you have included in this category	n/a	<p>MicroStrategy is the largest independent vendor of Business Intelligence and thus, agnostic in its support for OSs, Database versions, browsers, etc. MicroStrategy software supports a wide range of database versions, OSs, browsers, appliances, and web servers.</p>

			<p>In the upcoming version 10 of MicroStrategy software is expected to support other data sources such as Google Analytics, Facebook, Twitter out of the box (documentation will not reflect these sources of data at this point given the future feature)*</p> <p>*Future features are subject to change, and Datastrong cannot guarantee these features until the product becomes Generally Available from MicroStrategy</p>
3	Explain licensing options for the tools you have included in this category	n/a	<p>MicroStrategy software is licensed primarily in 2 ways, by Named User and as a capacity model (licensed by CPU core). Datastrong works with our client and MicroStrategy to customize configurations to best support the current and future needs of the users, as well as to best accommodate the infrastructure on which MicroStrategy software is installed, to optimize efficiency. We also strongly encourage, as many customers have done, to establish separate environments from production, for development, testing, etc. For these environments, Datastrong will work with customers to provide a minimal cost licensing model that is similar to that in the production environment.</p>
4	Does your Solution allow for your tool sets to be deployed in order to support shared use among Commonwealth agencies? Explain how.	F	<p>Yes, MicroStrategy software can be deployed as an Enterprise System. Providing critical information to various agencies. Since the Data Quality module is part of the MicroStrategy Business Intelligence stack, thus the same premise as the answer on section C, number 1 applies to this section.</p>
5	Do you provide training on your solution? If yes, please explain the options.	F	<p>Training material and product manuals will be available for this feature once the product becomes Generally Available from MicroStrategy.</p>
6	Do you provide installation (including configuration) services for these tool components above?		<p>Datastrong can be contracted to perform or simply advise The Commonwealth or an agency on how to install and configure MicroStrategy's software specific to your implementation goals. As part of an active subscription, MicroStrategy Technical Support will also be available to VITA to address issues with the operation of the software and troubleshooting, online support, and updates should an agency perform an installation without the assistance of a service provider.</p>
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)		<p>Depending on the technical resources available to the agency, Datastrong can augment or provide technical expertise to implement the MicroStrategy software across an agency. Datastrong resources can follow an existing VITA development methodology or utilize our own (See Supplier Profile section) to identify, plan, and solve for various business needs.</p>
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	<p>United States Postal Service (USPS) The USPS sales organization engaged Datastrong to improve and monitor the data quality of the Customer Data Mart (CDM). The CDM Reporting project will support USPS in enhancing monitoring of Customer Data Mart and generate insight into Processing Status, ETL file management, Customer ID matching, Product mapping, and Revenue systems. Datastrong helped gathered requirements to develop a Data Quality Dashboard to report on key metrics USPS required by management about the overall status of the CDM data warehouse.</p>

		 <p>CUSTOMER DATA MART DATA QUALITY DASHBOARD</p> <p>Processing Status: Inboard Files CDM Mail Product/Sub-Product Hierarchal Systems</p> <p>ETL Post Processing Failed Management Issues</p> <p>Last Refresh: 04/10/2014 08:08 AM</p> <table border="1"> <thead> <tr> <th>Sub-Process Name</th> <th>Status</th> <th>Current Runtime</th> <th>Max Runtime</th> <th>% Complete</th> </tr> </thead> <tbody> <tr> <td>CDM_MONTHLY_PROD_SPLY_LOAD_PR</td> <td>Success</td> <td>02:54</td> <td>02:54</td> <td>100%</td> </tr> <tr> <td>CDM_MONTHLY_PROD_SPLY_LOAD_PR</td> <td>Success</td> <td>02:02</td> <td>02:02</td> <td>100%</td> </tr> <tr> <td>CDM_MONTHLY_PROD_HIST_SCT</td> <td>Success</td> <td>02:03</td> <td>02:03</td> <td>100%</td> </tr> <tr> <td>CDM_MONTHLY_PROD_SPLY_LOAD_PR</td> <td>In Progress...</td> <td>3:01</td> <td>3:01</td> <td>36%</td> </tr> <tr> <td>CDM_MONTHLY_PROD_SPLY_LOAD_PR</td> <td>In Progress...</td> <td>2:02</td> <td>2:02</td> <td>25%</td> </tr> <tr> <td>CDM_MONTHLY_PROD_SPLY_LOAD_PR</td> 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A.6 Data Governance

	Requirements	A	B
1	Identify the components of your analytics tool set that fit this category	n/a	<p>MicroStrategy’s software provides sophisticated features and capabilities to enable Data Governance.</p> <p>Within any application, it is crucial to distinguish users and groups based on each individual’s knowledge, business needs, and security level. Users and Groups are not granted the same rights to application functionality, reports, and data. Once a user has been authenticated, the BI system still must determine and enforce security policies governing the functionality, reports, and data for which the user is authorized. Authorization refers to the three-dimensional process by which an application determines:</p> <p>Application functionality privileges– often mapped through User Roles</p> <p>Object access permissions – applied to Users or Groups</p> <p>Data access security– applied to Users or Groups</p> <p><i>Application Functionality Security</i> Users fall into various types, including casual users, power users, application developers, and administrators. Depending on their levels of sophistication, certain users only need basic functionality, such as running reports and sorting the results, while power analysts need to create their own analyses and publish them. Application developers need object creation privileges, and administrators require specific monitoring and management functionality. MicroStrategy software employs over 130 privileges to assign application functionality to user groups, user roles, and individual users.</p> <p><i>Object Access Permissions</i> Individual MicroStrategy software metadata objects are governed by their own security permissions, called Access Control Lists (ACL). Each data abstraction object, business abstraction object, report component, and report definition may have its own unique ACL, which grants users or user groups a set of privileges (browse, read, write, delete, control, use, and execute) for the object. To simplify application maintenance, an ACL can apply to many objects. MicroStrategy software’s object-oriented metadata allows ACLs to be inherited by child objects and applied recursively. Seven permissions can be combined to grant or deny object behavior to user groups or to individual users.</p> <p><i>Data Security</i></p>

		<p>Data Security can be accomplished in several ways.</p> <p>These include:</p> <p>Security filters – Security filters provide a method for ensuring cell-level data security. All the filtering sophistication available in MicroStrategy software can be used to limit the data that a user or user group can access. For every data source request, including documents, reports, and prompt lists, additional filtering criteria is automatically added to the query to restrict the result set to information that the user is permitted to access.</p> <p>Securing data using database connection maps – In a multi-tenant environment, organizations often need users from different tenant companies to log into separate databases. Using MicroStrategy Database Connection Maps, users can be mapped to login to distinct databases to ensure data security.</p> <p>Database-level security – Finally, database views may include a restriction by database login in their definition. These security views provide row-level security for every query submitted by the user. Since an administrator defines this security view inside the data source, all query tools accessing the data source with a particular login will use the view.</p> <p>With MicroStrategy Enterprise Manager, administrators are more informed and can easily monitor and audit user access to the application such as reports, amount of time they spent on a session, Query results, etc. It will also help administrators understand the usage patterns of the tools, which reports are the most viewed, which hours of the day are the most busy (sessions per hr of the day), and other important statistics to understand the performance and usage of the environment, reduce downtime by identifying capacity or performance issues before they occur, and analyze historic usage patterns to plan for future application growth. Areas of analysis are grouped into four primary reporting areas:</p> <ul style="list-style-type: none"> • User Analysis • Project Analysis • Operational Analysis • Performance Analysis <p>In terms of metadata management:</p> <p>MicroStrategy Architect is a BI development tool that maps the physical structure of a data source to a logical, object-oriented model of the business through an intuitive, graphical interface. Architect provides a unified environment for creating and maintaining business intelligence applications. BI architects use Architect to:</p>
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			<ul style="list-style-type: none"> • Map the physical database schema into a logical business model using wizards and editors • Model the application using business processes and terminology • Build complex hierarchies that reflect the relationship between business entities using one-to-one, one-to-many, and many-to-many relationships <p>The business rules and schema abstraction defined using MicroStrategy Architect are stored in the central metadata repository, allowing MicroStrategy BI products to reuse the definitions and build upon them. These are stored as schema abstraction objects in the metadata repository.</p>
2	Identify platforms for deployment (cloud, Intel, appliance, OSs, database versions etc.) for the tools you have included in this category	n/a	MicroStrategy is the largest independent vendor of Business Intelligence and thus, agnostic in its support for OSs, Database versions, browsers, etc. MicroStrategy software supports a wide range of database versions, OSs, browsers, appliances, and web servers (Please See Readme file located in the Appendix).
3	Explain licensing options for the tools you have included in this category	n/a	MicroStrategy software is licensed primarily in 2 ways, by Named User and as a capacity model (licensed by CPU core). Datastrong works with our client and MicroStrategy to customize configurations to best support the current and future needs of the users, as well as to best accommodate the infrastructure on which MicroStrategy software is installed, to optimize efficiency. We also strongly encourage, as many customers have done, to establish separate environments from production, for development, testing, etc. For these environments, Datastrong will work with customers to provide a minimal cost licensing model that is similar to that in the production environment.
4	Does your Solution allow for your tool sets to be deployed in order to support shared use among Commonwealth agencies? Explain how.	Y	MicroStrategy software can be deployed as an Enterprise System. Providing critical information to various agencies. Since the data governance module is part of the MicroStrategy Business Intelligence stack, thus the same premise as the answer on section C, number 1 applies to this section.
5	Do you provide training on your solution? If yes, please explain the options.	Y	<p>As proposed by Datastrong, 200+ hours of online courses for Business Intelligence professionals and users are available for free through MicroStrategy's website. http://www.microstrategy.com/Education/Online/</p> <p>In addition, a variety of instructor-led training courses may be purchased through Datastrong for delivery via private or public instruction. http://www.microstrategy.com/Education/Instructor_Led/</p> <p>Education passes ideal for a developer or administrator are also available for purchase through Datastrong. http://www.microstrategy.com/Education/PEP/</p>
6	Do you provide installation (including configuration) services for these tool components above?	Y	Datastrong can be contracted to perform or simply advise The Commonwealth or an agency on how to install and configure MicroStrategy's software specific to your implementation goals. As part of an active subscription, MicroStrategy Technical Support will also be available to VITA to address issues with the operation of the software and troubleshooting, online support, and updates

			should an agency perform an installation without the assistance of a service provider.
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	Depending on the technical resources available to the agency, Datastrong can augment or provide technical expertise to implement the MicroStrategy software across an agency. Datastrong resources can follow an existing VITA development methodology or utilize our own (See Supplier Profile section) to identify, plan, and solve for various business needs.
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	<p>Court Services and Offender Supervision Agency</p> <p>The migration from SAS to MicroStrategy software provided the Agency with an opportunity to reimagine and improve upon their BI environment from the ground up. Datastrong initiated the project by engaging CSOSA business units in requirements-gathering workshops to determine what they needed that was not being provided with their existing BI capability. Datastrong designed an entirely new metadata layer using MicroStrategy to better meet the needs of the Agency. The metadata creation, report design, and development of interactive dashboards to CSOSA required adherence to stringent security and data governance concerns. Datastrong implemented security constraints to limit users to specific metadata, reports, and dashboards and created user specific views into the data to control data accessibility.</p>

A.7 Hadoop, MapReduce etc.

	Requirements	A	B
1	Identify the components of your analytics tool set that fit this category	n/a	<p>Yes, Hadoop is an open-source implementation of the MapReduce framework for processing data on large clusters of commodity hardware. It is not a relational database, but rather a file system (called HDFS) and a framework for executing MapReduce jobs.</p> <p>The MicroStrategy software proposed by Datastrong has certified Hive as a data source. Like RDBMS's, MicroStrategy connects to Hive via ODBC. The recommended ODBC connectivity depends on which distribution of Hadoop is in use.</p> <p>Same as with Hive, MicroStrategy software connects to Impala via ODBC. Cloudera provides ODBC connector for MicroStrategy software to connect to Impala.</p> <p>MicroStrategy software also allows integration with non-Cloudera distributions of Hadoop such as the ones from Apache, Amazon, Greenplum, MapR, etc.</p> <p>In addition, freeform SQL Reports can be created containing Pig Latin scripts and HiveQL.</p> <p>To enable high performance even against unstructured databases, MicroStrategy software provides PRIME, an in-memory, massively parallel data store and data visualization engine. It is purpose built to support high scale information applications, which require speed of thought response at</p>

			<p>high user and data scales. Providing volume, velocity, variety, and value.</p> <p>In addition, the forthcoming MicroStrategy software version 10 release* is expected to provide native connectivity to HDFS, bypassing the need for structuring data in Hive.</p> <p>*Future features are subject to change and Datastrong cannot guarantee these features until the product becomes Generally Available from MicroStrategy</p>
2	Identify platforms for deployment (cloud, Intel, appliance, OSs, database versions etc.) for the tools you have included in this category	n/a	MicroStrategy is the largest independent vendor of Business Intelligence and thus, agnostic in its support for OSs, Database versions, browsers, etc. MicroStrategy software supports a wide range of database versions, OSs, browsers, appliances, and web servers (Please See Readme file located in the Appendix).
3	Explain licensing options for the tools you have included in this category	n/a	MicroStrategy software is licensed primarily in 2 ways, by Named User and as a capacity model (licensed by CPU core). Datastrong works with our client and MicroStrategy to customize configurations to best support the current and future needs of the users, as well as to best accommodate the infrastructure on which MicroStrategy software is installed, to optimize efficiency. We also strongly encourage, as many customers have done, to establish separate environments from production, for development, testing, etc. For these environments, Datastrong will work with customers to provide a minimal cost licensing model that is similar to that in the production environment.
4	Does your Solution allow for your tool sets to be deployed in order to support shared use among Commonwealth agencies? Explain how.		Yes, MicroStrategy software can be deployed as an Enterprise System. Providing critical information to various agencies. Since the Hadoop, Map Reduce integration module is part of the MicroStrategy Business Intelligence stack, thus the same premise as the answer on section C, number 1 applies to this section.
5	Do you provide training on your solution? If yes, please explain the options.	Y	<p>As proposed by Datastrong, 200+ hours of online courses for Business Intelligence professionals and users are available for free through MicroStrategy's website. http://www.microstrategy.com/Education/Online/</p> <p>In addition, a variety of instructor-led training courses may be purchased through Datastrong for delivery via private or public instruction. http://www.microstrategy.com/Education/Instructor_Led/</p> <p>Education passes ideal for a developer or administrator are also available for purchase through Datastrong. http://www.microstrategy.com/Education/PEP/</p>
6	Do you provide installation (including configuration) services for these tool components above?		Datastrong can be contracted to perform or simply advise The Commonwealth or an agency on how to install and configure MicroStrategy's software specific to your implementation goals. As part of an active subscription, MicroStrategy Technical Support will also be available to VITA to address issues with the operation of the software and troubleshooting, online support, and updates

			should an agency perform an installation without the assistance of a service provider.
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)		Depending on the technical resources available to the agency, Datastrong can augment or provide technical expertise to implement the MicroStrategy software across an agency. Datastrong resources can follow an existing VITA development methodology or utilize our own (See Supplier Profile section) to identify, plan, and solve for various business needs.
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	<p>Netflix</p> <p>Netflix tapped in Hadoop and NoSQL with MicroStrategy to strengthen the sales analysis for over 200 users. Supported sales analysis with a new launch in a new region and provided quick report analysis to understand the new accounts, number of hours of viewing, etc. from Log and Events data. MicroStrategy was used to directly query on logs via Hive to improve sales decisions. The volume of data analyzed was in the petabytes.</p> <p>Yahoo!</p> <p>Yahoo analyzed Web Logs and Online Behavior stored in Hadoop. End users were given Dashboards and Visualizations to perform their analysis against in-memory cubes. Ad-hoc reports ran live against the Hive. With this example, End users did not need to code with MapReduce and developers were more productive delivering self-service BI through a tool instead of a custom coded interface.</p>

A.8 Other

	Requirements	A	B
1	Identify the components of your analytics tool set that fit this category	n/a	<p>MicroStrategy Mobile – MicroStrategy Mobile™ puts business reports, KPIs, documents, and dashboards in the hands of your employees and customers. MicroStrategy Mobile lets decision makers run an organization wherever they are and view business data on the iPad, iPhone, and Android smartphones and tablets in multi-touch tables, graphs, charts, visualizations, maps, documents, and dynamic dashboards. It securely connects to a MicroStrategy Mobile Server which manages the transmission of interactive reports, documents, and dashboards to the Mobile client applications. MicroStrategy’s software platform for mobile apps enables organizations to build a wide variety of essential mobile apps:</p> <ul style="list-style-type: none"> • Business intelligence – view corporate data through interactive, visual dashboards • Transactions – enact data-driven decisions from BI data, or input information for surveys and operational systems • Multimedia content – distribute presentations, brochures, and videos to employees, customers, and partners <p>In addition, the MicroStrategy architecture sits on top of all of your information systems and databases. Datastrong developers can build any information-driven Mobile app, and also easily extend the same information out via personalized emails, amazing web dashboards, analytical tools, web portals</p> <p>Governed Data Discovery - Governed self-service, which is implemented through a strong, yet flexible IT infrastructure and centralized data management, ensures consistently reliable data quality that users can trust. Business users are adopting these standalone self-service tools at an unprecedented rate, driven by a desire to achieve their short-term goals. Despite the immediate benefits to business users, deploying self-service analytical tools without governance can introduce long-lasting problems for the organization as a whole, affecting both IT and business users. Most self-service solutions, being standalone tools, represent a business-intelligence dead end because they are not designed to scale gracefully. They do not guarantee data governance and trustworthiness necessary for mission-critical analytical applications, and lack enterprise features like production reporting, security and access controls, and native mobile app support. As a result, these visual data discovery tools generally remain confined to teams or departments.</p> <p>MicroStrategy Govern data discovery allows business users to build ad hoc visual analysis in a governed environment, enabling them to have a single version of the truth through the same business rules definitions.</p> <p>Usher – MicroStrategy Usher™ is a mobile identity platform designed to provide security for every business process and system access across an enterprise. MicroStrategy Usher replaces</p>

			<p>traditional forms of enterprise identity such as IDs, passwords, and tokens, with mobile identity badges on a smartphone. Usher is based on four big ideas:</p> <ul style="list-style-type: none"> • Dematerializing traditional forms of identity into a mobile identity badge, stored on a smartphone. • Linking that mobile identity badge to its owner, ensuring that only the rightful owner can use it. • Extending the mobile identity to every business process and application, enabling users to use their mobile identity badge to perform the same functions that they previously would using physical forms of identity. • Deploying mobile identity to thousands of users within an organization. • Usher acts as an extension of a user’s identity and communicates that identity to a wide range of devices and systems within the enterprise, including other mobile devices, computers, systems, and doorways. It does so using four different methods: <ul style="list-style-type: none"> • Usher codes—human-readable time codes of 4 to 8 digits that expire every 30 seconds or other configurable time period. • Usher stamps—machine-readable, dynamic QR codes for scanning that expire every 30 seconds. • Bluetooth signals—Bluetooth low energy (BLE) signals that can transmit and detect Usher users in close proximity using very low power consumption. • Sight codes—complex geometric animated fractal images that allow people to identify a valid badge at a glance.
2	Identify platforms for deployment (cloud, Intel, appliance, OSs, database versions etc.) for the tools you have included in this category	n/a	MicroStrategy is the largest independent vendor of Business Intelligence and thus, agnostic in its support for OSs, Database versions, browsers, etc. MicroStrategy software supports a wide range of database versions, OSs, browsers, appliances, and web servers (Please See Readme file located in the Appendix).
3	Explain licensing options for the tools you have included in this category	n/a	MicroStrategy software is licensed primarily in 2 ways, by Named User and as a capacity model (licensed by CPU core). Datastrong works with our client and MicroStrategy to customize configurations to best support the current and future needs of the users, as well as to best accommodate the infrastructure on which MicroStrategy software is installed, to optimize efficiency. We also strongly encourage, as many customers have done, to establish separate environments from production, for development, testing, etc. For these environments, Datastrong will work with customers to provide a minimal cost licensing model that is similar to that in the production environment.
4	Does your Solution allow for your tool sets to be deployed in order to support shared use among Commonwealth agencies? Explain how.	Y	Yes, MicroStrategy software can be deployed as an Enterprise System. Providing critical information to various agencies. Since all of these next generation tools are part of the MicroStrategy Business Intelligence stack, thus the same premise as the answer on section C, number 1 applies to this section.
5	Do you provide training on your solution?	Y	As proposed by Datastrong, 200+ hours of online courses for Business Intelligence professionals

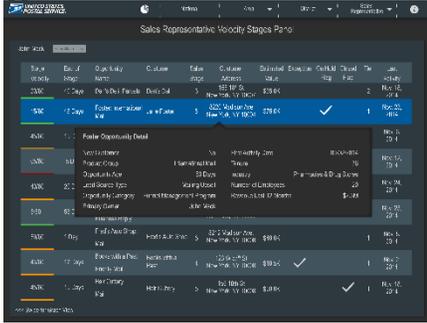
	<p>If yes, please explain the options.</p>		<p>and users are available for free through MicroStrategy’s website. http://www.microstrategy.com/Education/Online/</p> <p>In addition, a variety of instructor-led training courses may be purchased through Datastrong for delivery via private or public instruction. http://www.microstrategy.com/Education/Instructor_Led/</p> <p>Education passes ideal for a developer or administrator are also available for purchase through Datastrong. http://www.microstrategy.com/Education/PEP/</p>
<p>6</p>	<p>Do you provide installation (including configuration) services for these tool components above?</p>	<p>Y</p>	<p>Datastrong can be contracted to perform or simply advise The Commonwealth or an agency on how to install and configure MicroStrategy’s software specific to your implementation goals. As part of an active subscription, MicroStrategy Technical Support will also be available to VITA to address issues with the operation of the software and troubleshooting, online support, and updates should an agency perform an installation without the assistance of a service provider.</p>
<p>7</p>	<p>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)</p>	<p>Y</p>	<p>Depending on the technical resources available to the agency, Datastrong can augment or provide technical expertise to implement the MicroStrategy software across an agency. Datastrong resources can follow an existing VITA development methodology or utilize our own (See Supplier Profile section) to identify, plan, and solve for various business needs.</p>
<p>8</p>	<p>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.</p>	<p>n/a</p>	<p>United States Postal Service Datastrong helped the Vice President of Sales and Marketing to deploy a mobile dashboard solution to the sales team that provided detailed sales metrics and enabled the team to quickly respond to customer demands. The solution has helped increase the responsiveness of the sales team and drive revenues upward through the enhanced visibility of the data. Users are no longer waiting on IT to execute queries or provide datasets for analysis. The data included was from Salesforce and other custom applications.</p> 



EXHIBIT B PRICING
CONTRACT NUMBER VA-150915-DATS
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
DATASTRONG, LLC

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

A.1 Software

Virginia Information Technology Agency (VITA)						
MicroStrategy 10 Analytics, Mobility and Security Platform						
Description	Qty.	SKU Type	List Price	Discount	Extended Price	Technical Support -1 st Year - Standard Support Per Year (20%)
MicroStrategy 10 Desktop	1	Named User	\$600	5%	\$570	\$114
MicroStrategy 10 Web Bundle	1	Per CPU-Unrestricted	\$300,000	45.0%	\$165,000	\$33,000
MicroStrategy 10 Server Bundle	1	Per CPU-Unrestricted	\$600,000	45.0%	\$330,000	\$66,000
MicroStrategy 10 Mobile Bundle	1	Per CPU-Unrestricted	\$300,000	45.0%	\$165,000	\$33,000
MicroStrategy 10 Architect Bundle	1	Named User	\$5,000	45.0%	\$2,750	\$550
MicroStrategy 10 Web Bundle	1	Named User	\$600	45.0%	\$330	\$66
MicroStrategy 10 Server Bundle	1	Named User	\$1,200	45.0%	\$660	\$132
MicroStrategy Mobile Bundle 10	1	Named User	\$600	45.0%	\$330	\$66

A.2 Education and Training

Virginia Information Technology Agency (VITA)			
Education Offerings			
Offering	Training Units	Description	Price
Perennial Education Pass	n/a	12 month pass for unlimited public instructor led training and certifications	\$ 2,800
Training Unit	1	Individual Unit for redemption of MicroStrategy Education Services	\$ 80
MSTR Developer: Reporting Essentials	14	2 Day Class	\$ 1,120
MSTR Advanced Data Warehousing	14	2 Day Class	\$ 1,120
MSTR Web SDK: Customization Essentials	14	2 Day Class	\$ 1,120
MSTR Web SDK: Portal Integration	7	1 Day Class	\$ 560
MSTR Free-Form SQL Essentials	7	1 Day Class	\$ 560
MSTR Office Essentials	7	1 Day Class	\$ 560
MSTR Desktop: Advanced Reporting Case Studies	7	1 Day Class	\$ 560
MSTR Web for Professionals	14	2 Day Class	\$ 1,120
MSTR Web for Reporters and Analysts	14	2 Day Class	\$ 1,120
MSTR Architect: Project Design Essentials	14	2 Day Class	\$ 1,120
MSTR Desktop: Advanced Reporting	21	3 Day Class	\$ 1,680
MSTR Report Services: Documents and Dashboards	14	2 Day Class	\$ 1,120
Implementing MSTR: Development & Deployment	14	2 Day Class	\$ 1,120
MSTR Architect: Advanced Project Design	7	1 Day Class	\$ 560
MSTR Engine Essentials	14	2 Day Class	\$ 1,120
MSTR Data Mining and Advanced Analytics	14	2 Day Class	\$ 1,120
MSTR Administration: Configuration and Security	21	3 Day Class	\$ 1,680
MSTR Administration: Application Management	14	2 Day Class	\$ 560
MSTR Visual Insight Essentials	7	1 Day Class	\$ 560
MSTR Transaction Services for Dashboard and Mobile App Developers	14	2 Day Class	\$ 1,120
MSTR Web Essentials	7	1 Day Class	\$ 560
MSTR Mobile for App Developers	14	2 Day Class	\$ 1,120
MSTR Certified Developer Project (MCD) - online	7	1 Day Class	\$ 560

Virginia Information Technology Agency (VITA)			
Education Offerings			
<u>Offering</u>	<u>Training Units</u>	<u>Description</u>	<u>Price</u>
Web Professional eLearning	7	1 Day Class	\$ 560
MSTR Report Services Dashboards Workshop	4	Half Day Workshop	\$ 320
MSTR Report Services Document Workshop	4	Half Day Workshop	\$ 320
MSTR Visual Insight Workshop	4	Half Day Workshop	\$ 320
MSTR Report Designer Workshop	4	Half Day Workshop	\$ 320
Certified Project Designer (CPD)	3	2 Hour Certification Exam	\$ 240
Certified Report Developer (CRD)	3	2 Hour Certification Exam	\$ 240
Certified Dashboard and Mobile Developer (CDMD)	3	2 Hour Certification Exam	\$ 240
Certified Platform Administrator (CPA)	3	2 Hour Certification Exam	\$ 240
Certified Engine Specialist (CES)	3	2 Hour Certification Exam	\$ 240
Private Day of Training	54	1 day of private training for up to 20 people	\$ 4,320
Private Day of Training Additional Student	3	Fee for each additional student above 20	\$ 240
Education Consulting per Day	25	One day of education consulting service	\$ 2,000
Train the Trainer Kit (per day of curriculum)	150	Customized curriculum kit with course manuals	\$ 12,000

A.3 Consulting Rate Card

ID	VITA Labor Category	Base Award - 6/30/16	Option 1 7/1/16 - 6/30/17	Option 2 7/1/17 - 6/30/18	Option 3 7/1/18 - 6/30/19	Option 4 7/1/19 - 6/30/20
1	Business Process Reengineering Specialist I	\$ 77.05	\$ 79.37	\$ 81.75	\$ 84.20	\$ 86.73
2	Business Process Reengineering Specialist II	\$ 96.23	\$ 99.12	\$ 102.09	\$ 105.16	\$ 108.31
3	Business Process Reengineering Specialist III	\$ 130.65	\$ 134.56	\$ 138.60	\$ 142.76	\$ 147.04
4	Business Process Reengineering Specialist IV	\$ 161.27	\$ 166.11	\$ 171.09	\$ 176.22	\$ 181.51
5	Database Administrator I	\$ 60.61	\$ 62.42	\$ 64.30	\$ 66.22	\$ 68.21
6	Database Administrator II	\$ 98.41	\$ 101.36	\$ 104.40	\$ 107.53	\$ 110.76
7	Developer I	\$ 60.31	\$ 62.12	\$ 63.98	\$ 65.90	\$ 67.88
8	Developer II	\$ 97.03	\$ 99.94	\$ 102.93	\$ 106.02	\$ 109.20
9	Developer III	\$ 119.45	\$ 123.03	\$ 126.72	\$ 130.53	\$ 134.44
10	Developer IV	\$ 141.24	\$ 145.48	\$ 149.85	\$ 154.34	\$ 158.97
11	Functional Analyst I	\$ 60.61	\$ 62.42	\$ 64.30	\$ 66.22	\$ 68.21
12	Functional Analyst II	\$ 97.65	\$ 100.58	\$ 103.60	\$ 106.71	\$ 109.91
13	Functional Analyst III	\$ 125.37	\$ 129.13	\$ 133.01	\$ 137.00	\$ 141.11
14	Functional Analyst IV	\$ 145.84	\$ 150.21	\$ 154.72	\$ 159.36	\$ 164.14
15	Integration Solution Architect I	\$ 78.44	\$ 80.80	\$ 83.22	\$ 85.72	\$ 88.29
16	Integration Solution Architect II	\$ 100.81	\$ 103.83	\$ 106.95	\$ 110.15	\$ 113.46
17	Integration Solution Architect III	\$ 127.25	\$ 131.06	\$ 135.00	\$ 139.05	\$ 143.22
18	System Administrator I	\$ 60.31	\$ 62.12	\$ 63.98	\$ 65.90	\$ 67.88
19	System Administrator II	\$ 89.60	\$ 92.29	\$ 95.06	\$ 97.91	\$ 100.85
20	System Administrator III	\$ 107.21	\$ 110.43	\$ 113.74	\$ 117.15	\$ 120.67
21	System Administrator IV	\$ 149.92	\$ 154.41	\$ 159.05	\$ 163.82	\$ 168.73
22	Team Lead I	\$ 72.99	\$ 75.18	\$ 77.43	\$ 79.75	\$ 82.15
23	Team Lead II	\$ 108.01	\$ 111.25	\$ 114.58	\$ 118.02	\$ 121.56
24	Team Lead III	\$ 144.90	\$ 149.25	\$ 153.72	\$ 158.34	\$ 163.09
25	Team Lead IV	\$ 180.25	\$ 185.66	\$ 191.23	\$ 196.96	\$ 202.87
26	Technical Architect I	\$ 60.63	\$ 62.44	\$ 64.32	\$ 66.25	\$ 68.23

ID	VITA Labor Category	Base Award - 6/30/16	Option 1 7/1/16 - 6/30/17	Option 2 7/1/17 - 6/30/18	Option 3 7/1/18 - 6/30/19	Option 4 7/1/19 - 6/30/20
27	Technical Architect II	\$ 99.77	\$ 102.76	\$ 105.84	\$ 109.02	\$ 112.29
28	Technical Architect III	\$ 136.66	\$ 140.76	\$ 144.98	\$ 149.33	\$ 153.81
29	Technical Architect IV	\$ 168.92	\$ 173.99	\$ 179.21	\$ 184.58	\$ 190.12
30	Training Specialist I	\$ 60.61	\$ 62.42	\$ 64.30	\$ 66.22	\$ 68.21
31	Training Specialist II	\$ 96.54	\$ 99.44	\$ 102.42	\$ 105.49	\$ 108.66
32	Training Specialist III	\$ 110.68	\$ 114.00	\$ 117.42	\$ 120.95	\$ 124.58
33	Training Specialist IV	\$ 148.07	\$ 152.51	\$ 157.09	\$ 161.80	\$ 166.66

A.4 Labor Category Descriptions

Business Process Reengineering Specialist I			
Knowledge/Skills			
Business Process Reengineering Specialist I's support change management efforts and business process modernization projects by applying process improvement and reengineering methodologies and principles. Business Process Reengineering Specialist I's are qualified to perform such tasks as:			
<ul style="list-style-type: none"> • Assist business process redesign teams in the development of new business process architecture. • Develop team work plans • Design new organizational structures • Assist in budget development. 			
Relevant Experience			
<ul style="list-style-type: none"> • Business Process Reengineering Developers have up to three years of experience in Human Performance and/or Business Process Reengineering. 			
Educational Background			
Field	<ul style="list-style-type: none"> • Business, Information Systems, or Related 	Degree:	Bachelor's Degree or 3 years related experience
	<ul style="list-style-type: none"> • Engineering or Related 		
Business Process Reengineering Specialist II			
Knowledge/Skills			
Business Process Reengineering Specialist II's apply process improvement and reengineering methodologies and principles to conduct change management efforts and business process modernization projects. They apply their management skills and functional expertise to lead the day-to-day operations of BPR projects. Business Process Reengineering Specialist II's are qualified to perform such tasks as:			
<ul style="list-style-type: none"> • Plan and manage the work of Business Process Reengineering teams. • Design and implement new organizational structures • Assist an organization translate its vision and strategy into core human resources and business processes • Lead clients through streamlining, reengineering and transforming business processes • Develop and execute project budgets. 			
Relevant Experience			
<ul style="list-style-type: none"> • Business Process Reengineering Specialist II's have at least three years of experience in Human Performance and/or Business Process Reengineering. 			
Educational Background			
Field	<ul style="list-style-type: none"> • Business, Information Systems, or Related 	Degree:	Bachelor's Degree or 3 years related experience
	<ul style="list-style-type: none"> • Engineering or Related 		

Business Process Reengineering Specialist III			
Knowledge/Skills			
Business Process Reengineering Specialist III's apply process improvement and reengineering methodologies and principles to conduct change management efforts and business process modernization projects. They apply their management skills and functional expertise to lead the day-to-day operations of BPR projects. Business Process Reengineering Specialist III's are qualified to perform such tasks as:			
<ul style="list-style-type: none"> Plan and manage the work of Business Process Reengineering teams. 			
<ul style="list-style-type: none"> Design and implement new organizational structures 			
<ul style="list-style-type: none"> Assist an organization translate its vision and strategy into core human resources and business processes 			
<ul style="list-style-type: none"> Lead clients through streamlining, reengineering and transforming business processes 			
<ul style="list-style-type: none"> Develop and execute project budgets. 			
Relevant Experience			
<ul style="list-style-type: none"> Business Process Reengineering Specialist III's have at least six years of experience in Human Performance and/or Business Process Reengineering. 			
Educational Background			
Field	<ul style="list-style-type: none"> Business, Information Systems, or Related 	Degree:	Bachelor's Degree or 3 years related experience
	<ul style="list-style-type: none"> Engineering or Related 		
Business Process Reengineering Specialist IV			
Knowledge/Skills			
Business Process Reengineering Specialist IV's apply process improvement and reengineering methodologies and principles to conduct change management efforts and business process modernization projects. They apply their broad management skills and functional expertise to lead complex BPR projects. Business Process Reengineering Specialist IV's are qualified to perform such tasks as:			
<ul style="list-style-type: none"> Lead clients through streamlining, reengineering and transforming business processes 			
<ul style="list-style-type: none"> Work with client executives to facilitate organizational change programs and realize business goals 			
<ul style="list-style-type: none"> Provide group facilitation, interviewing, training, and provides additional forms of knowledge transfer 			
<ul style="list-style-type: none"> Serve as key coordinator between multiple project teams for enterprise-wide integration of reengineering efforts 			
<ul style="list-style-type: none"> Provide daily supervision and direction to the Business Process Reengineering team members. 			
Relevant Experience			
<ul style="list-style-type: none"> Minimum of 10 years experience in business process reengineering 			
Educational Background			
Field	<ul style="list-style-type: none"> Business, Information Systems, or Related 	Degree:	Bachelor's Degree with 3 additional years related
	<ul style="list-style-type: none"> Engineering or Related 		

	• Engineering or Related		experience
Database Administrator I			
Knowledge/Skills			
Database Administrators applies technical expertise in the use and configuration of DBMS and is qualified to perform such tasks as:			
• Develop functional and technical database designs			
• Define data and database requirements based on overall information systems requirements			
• Evaluate and recommend available DBMS products to support validated user requirements.			
• Define file organization, indexing methods, and security procedures for specific user applications			
• Assist in project budget preparation			
Relevant Experience			
• Up to three years experience			
Educational Background			
Field	• Business, Information Systems, or Related	Degree:	Bachelor's Degree or 3 years related experience
	• Engineering or Related		
Database Administrator II			
Knowledge/Skills			
Database Administrators applies technical expertise in the use and configuration of DBMS and is qualified to perform such tasks as:			
• Develop functional and technical database designs			
• Define data and database requirements based on overall information systems requirements			
• Evaluate and recommend available DBMS products to support validated user requirements.			
• Define file organization, indexing methods, and security procedures for specific user applications			
• Assist in project budget preparation			
Relevant Experience			
• Minimum of three years experience			
Educational Background			
Field	• Business, Information Systems, or Related	Degree:	Bachelor's Degree or 3 years related experience
	• Engineering or Related		
Developer I			
Knowledge/Skills			
Developer I's modify software based upon software specifications and designs:			

<ul style="list-style-type: none"> • Use sound software engineering principles to develop and test incremental code that is modifiable, efficient, reliable, and understandable 			
<ul style="list-style-type: none"> • Design code and test functional components of information systems according to project specifications 			
<ul style="list-style-type: none"> • Develop project documentation and user training materials according to program specifications 			
<ul style="list-style-type: none"> • Produce database extracts. 			
Relevant Experience			
<ul style="list-style-type: none"> • Up to three years of experience 			
Educational Background			
Field	<ul style="list-style-type: none"> • Business, Information Systems, or Related 	Degree:	Bachelor's Degree or 3 years related experience
	<ul style="list-style-type: none"> • Engineering or Related 		
Developer II			
Knowledge/Skills			
Develop II's modify software based upon software specifications and designs:			
<ul style="list-style-type: none"> • Use sound software engineering principles to develop and test incremental code that is modifiable, efficient, reliable, and understandable 			
<ul style="list-style-type: none"> • Design code and test functional components of information systems according to project specifications 			
<ul style="list-style-type: none"> • Develop project documentation and user training materials according to program specifications 			
<ul style="list-style-type: none"> • Produce database extracts. 			
Relevant Experience			
<ul style="list-style-type: none"> • Three years of experience 			
Educational Background			
Field	<ul style="list-style-type: none"> • Business, Information Systems, or Related 	Degree:	Bachelor's Degree or 3 years related experience
	<ul style="list-style-type: none"> • Engineering or Related 		
Developer III			
Knowledge/Skills			
Developer III's design and build software based upon software specifications and designs:			
<ul style="list-style-type: none"> • Use sound software engineering principles to develop and test code that is modifiable, efficient, reliable, and understandable 			
<ul style="list-style-type: none"> • Design code and test functional components of information systems according to project specifications 			
<ul style="list-style-type: none"> • Design and manage databases 			
<ul style="list-style-type: none"> • Define information systems requirements 			
<ul style="list-style-type: none"> • Develop project documentation and user training materials according to program specifications 			

<ul style="list-style-type: none"> Assist in project budget preparation. 			
Relevant Experience			
<ul style="list-style-type: none"> Six years of experience 			
Educational Background			
Field	<ul style="list-style-type: none"> Business, Information Systems, or Related 	Degree:	Bachelor's Degree or 3 years related experience
	<ul style="list-style-type: none"> Engineering or Related 		
Developer IV			
Knowledge/Skills			
Developer IV's design and build software based upon software specifications and designs:			
<ul style="list-style-type: none"> Plan and manage the work of information systems project teams. Use sound software engineering principles to develop and test code that is modifiable, efficient, reliable, and understandable Design code and test functional components of information systems according to project specifications Design and manage databases Define information systems requirements Develop project documentation and user training materials according to program specifications Develop and execute project budgets. 			
Relevant Experience			
<ul style="list-style-type: none"> Ten years of experience 			
Educational Background			
Field	<ul style="list-style-type: none"> Business, Information Systems, or Related 	Degree:	Bachelor's Degree or 3 years related experience
	<ul style="list-style-type: none"> Engineering or Related 		
Functional Analyst I			
Knowledge/Skills			
Functional Analyst I's apply their strong analytical skills to assist in implementing business solutions. The Functional Analyst I is qualified to perform tasks such as:			
<ul style="list-style-type: none"> Document an organization's current business process flows Identify and document functional requirements for information systems Provide technical support to software development teams Perform program management support tasks, such as status reporting and work plan maintenance. 			
Relevant Experience			
<ul style="list-style-type: none"> Functional Analyst I's have up to three years of general experience in information systems implementation, change 			

management efforts or business process redesign.			
Educational Background			
Field	• Business, Information Systems, or Related	Degree:	Bachelor's Degree or 3 years related experience
	• Engineering or Related		
Functional Analyst II			
Knowledge/Skills			
Functional Analyst II's apply their strong analytical skills to assist in implementing business solutions. The Functional Analyst II is qualified to perform tasks such as:			
• Develop functional and technical information system designs			
• Supervise Functional Analysts I and Financial Configuration Specialists and Programmers in the development of software designs, computer programming, system testing or training curricula.			
• Lead business process redesign teams in the development of new business process architectures			
• Develop team work plans			
• Perform workflow analyses			
• Define information systems requirements			
• Assist in project budget preparation			
Relevant Experience			
• Functional Analyst II's must have at least three years of general experience in information systems implementation, change management efforts or business process redesign.			
Educational Background			
Field	• Business, Information Systems, or Related	Degree:	Bachelor's Degree or 3 years related experience
	• Engineering or Related		
Functional Analyst III			
Knowledge/Skills			
Functional Analyst III's apply their strong analytical skills to assist in implementing business solutions. The Functional Analyst III is qualified to perform tasks such as:			
• Develop functional and technical information systems design			
• Supervise Functional Analysts I, Financial Configuration Specialists I and Programmers in the development of software designs, computer programming, system testing or training curricula.			
• Lead business process redesign teams in the development of new business process architectures.			
• Perform workflow analyses			
• Define information systems requirements			

<ul style="list-style-type: none"> • Assist in project budget preparation 			
Relevant Experience			
<ul style="list-style-type: none"> • Functional Analyst III's must have at least six years of general experience in information systems implementation, change management efforts or business process redesign. 			
Educational Background			
Field	<ul style="list-style-type: none"> • Business, Information Systems, or Related 	Degree:	Bachelor's Degree or 3 years related experience
	<ul style="list-style-type: none"> • Engineering or Related 		
Functional Analyst IV			
Knowledge/Skills			
Functional Analyst IV's apply their strong analytical skills to assist in implementing business solutions. The Functional Analyst IV is qualified to perform tasks such as:			
<ul style="list-style-type: none"> • Plan and manage the work of information systems teams 			
<ul style="list-style-type: none"> • Design and implement new organization structures 			
<ul style="list-style-type: none"> • Assist an organization translate its vision and strategy into core human resource and business processes 			
<ul style="list-style-type: none"> • Lead clients through streamlining, reengineering and transforming business processes 			
<ul style="list-style-type: none"> • Develop and execute project budgets 			
Relevant Experience			
<ul style="list-style-type: none"> • Functional Analyst IV's must have at least ten years of general experience in information systems implementation, change management efforts or business process redesign. 			
Educational Background			
Field	<ul style="list-style-type: none"> • Business, Information Systems, or Related 	Degree:	Bachelor's Degree or 3 years related experience
	<ul style="list-style-type: none"> • Engineering or Related 		
Integration Solution Architect I			
Knowledge/Skills			
Integration Solution Architects are responsible for overall system requirements and development of all components of the solution and are qualified to perform such task as:			
<ul style="list-style-type: none"> • Determine and identify high level functional and technical requirements based on interactions with the user community and knowledge of the enterprise architecture. 			
<ul style="list-style-type: none"> • Design architecture to include software, hardware and communications to support the requirements as well as provide for present and future cross-functional requirements and interfaces. 			
<ul style="list-style-type: none"> • Identify, assess, and present options for meeting functional and technical requirements. 			
<ul style="list-style-type: none"> • Plan and manage the work of information systems project teams 			

Relevant Experience			
<ul style="list-style-type: none"> • Up to three years experience in information technology implementation 			
Educational Background			
Field	<ul style="list-style-type: none"> • Business, Information Systems, or Related 	Degree:	Bachelor's Degree or 3 years related experience
	<ul style="list-style-type: none"> • Engineering or Related 		
Integration Solution Architect II			
Knowledge/Skills			
Integration Solution Designer I's are responsible for system requirements and development of components of the solution and are qualified to perform such task as:			
<ul style="list-style-type: none"> • Support the identification of high level functional and technical requirements based on interactions with the user community and knowledge of the enterprise architecture. 			
<ul style="list-style-type: none"> • Design architecture components to include software, hardware and communications to support the requirements as well as provide for present and future cross-functional requirements and interfaces. 			
<ul style="list-style-type: none"> • Identify and assess options for meeting functional and technical requirements. 			
Relevant Experience			
<ul style="list-style-type: none"> • Three years experience in information technology implementation. 			
Educational Background			
Field	<ul style="list-style-type: none"> • Business, Information Systems, or Related 	Degree:	Bachelor's Degree or 3 years related experience
	<ul style="list-style-type: none"> • Engineering or Related 		
Integration Solution Architect III			
Knowledge/Skills			
Integration Solution Designer II's are responsible for system requirements and development of components of the solution and are qualified to perform such task as:			
<ul style="list-style-type: none"> • Support the identification of high level functional and technical requirements based on interactions with the user community and knowledge of the enterprise architecture. 			
<ul style="list-style-type: none"> • Design architecture components to include software, hardware and communications to support the requirements as well as provide for present and future cross-functional requirements and interfaces. 			
<ul style="list-style-type: none"> • Identify and assess options for meeting functional and technical requirements. 			
<ul style="list-style-type: none"> • Develop team work plans. 			
Relevant Experience			
<ul style="list-style-type: none"> • Six years experience in information technology implementation. 			
Educational Background			

Field	• Business, Information Systems, or Related	Degree:	Bachelor's Degree or 3 years related experience
	• Engineering or Related		
System Administrator I			
Knowledge/Skills			
Systems Administrator I's are responsible for activities related to system administration and are qualified to perform such tasks as:			
• Perform software installations and operating system upgrades			
• Install, configure and maintain the operating systems on workstations and servers			
• Monitor and tune system parameters to achieve optimum performance			
• Ensure data integrity of server and workstations by implementing disaster recovery procedures			
• Implements standard operating procedures			
Relevant Experience			
• Up to three years of experience in administering workstations and/or servers.			
Educational Background			
Field	• Business, Information Systems, or Related	Degree:	Associate's Degree or 2 years related experience
	• Engineering or Related		
System Administrator II			
Knowledge/Skills			
Systems Administrator II's are responsible for activities related to system administration and are qualified to perform such tasks as:			
• Perform software installations and operating system upgrades			
• Install, configure and maintain the operating systems on workstations and servers			
• Monitor and tune system parameters to achieve optimum performance			
• Ensure data integrity of server and workstations by implementing disaster recovery procedures			
• Implements standard operating procedures			
• Provide assistance to users in accessing and using business systems			
Relevant Experience			
• Three years of experience in administering workstations and/or servers. General experience includes operations experience on a large-scale computer system or a multi-server local area network			
Educational Background			
Field	• Business, Information Systems, or Related	Degree:	Associate's Degree or 2 years related experience
	• Engineering or Related		

System Administrator III			
Knowledge/Skills			
Systems Administrator III's are responsible for activities related to system administration and are qualified to perform such tasks as:			
<ul style="list-style-type: none"> • Perform software installations and operating system upgrades • Install, configure and maintain the operating systems on workstations and servers • Monitor and tune system parameters to achieve optimum performance • Ensure data integrity of server and workstations by implementing disaster recovery procedures • Implements standard operating procedures • Provide assistance to users in accessing and using business systems • Maintain comprehensive database of hardware and software configuration and supporting documentation • Provides supervision and assignments to System Administrators. 			
Relevant Experience			
<ul style="list-style-type: none"> • Six years of experience in administering workstations and/or servers. General experience includes operations experience on a large-scale computer system or a multi-server local area network 			
Educational Background			
Field	<ul style="list-style-type: none"> • Business, Information Systems, or Related • Engineering or Related 	Degree:	Associate's Degree or 2 years related experience
System Administrator IV			
Knowledge/Skills			
Systems Administrator IV's are responsible for activities related to system administration and are qualified to perform such tasks as:			
<ul style="list-style-type: none"> • Perform software installations and operating system upgrades • Install, configure and maintain the operating systems on workstations and servers • Monitor and tune system parameters to achieve optimum performance • Ensure data integrity of server and workstations by implementing disaster recovery procedures • Implements standard operating procedures • Provide assistance to users in accessing and using business systems • Maintain comprehensive database of hardware and software configuration and supporting documentation • Provides supervision and assignments to System Administrators. 			
Relevant Experience			
<ul style="list-style-type: none"> • Ten years of experience in administering workstations and/or servers. General experience includes operations experience on a large-scale computer system or a multi-server local area network 			
Educational Background			

Field	• Business, Information Systems, or Related	Degree:	Associate's Degree or 2 years related experience
	• Engineering or Related		
Team Lead I			
Knowledge/Skills			
Team Lead I's oversee the design, build, and test phases of IT solutions which incorporate technical infrastructure, hardware, and software and are qualified to perform such tasks as:			
• Defines necessary interfaces between enterprise solution applications and legacy IT environment			
• Supports all program/project planning and milestone development			
• Supports business case analysis and identification of alternative solutions and resulting business impacts			
• Provides ongoing supervision and direction to staff			
• Performs as part of long-term application management support team doing support, break-fix, and minor enhancement work			
Relevant Experience			
• Team Lead I's must have up to three years of experience in information and financial system design and implementation.			
Educational Background			
Field	• Business, Information Systems, or Related	Degree:	Bachelor's Degree or 3 years related experience
	• Engineering or Related		
Team Lead II			
Knowledge/Skills			
Team Lead II's oversee the design, build, and test phases of IT solutions which incorporate technical infrastructure, hardware, and software and are qualified to perform such tasks as:			
• Defines necessary interfaces between enterprise solution applications and legacy IT environment			
• Supports all program/project planning and milestone development			
• Supports business case analysis and identification of alternative solutions and resulting business impacts			
• Provides ongoing supervision and direction to staff			
• Performs as part of long-term application management support team doing support, break-fix, and minor enhancement work			
• Develop and execute project budgets			
Relevant Experience			
• Team Lead II's must have at least three years of experience in information and financial system design and implementation.			
Educational Background			
Field	• Business, Information Systems, or Related	Degree:	Bachelor's Degree or 3 years related experience

	• Engineering or Related		
Team Lead III			
Knowledge/Skills			
Team Lead III's oversee the design, build, and test phases of IT solutions which incorporate technical infrastructure, hardware, and software and are qualified to perform such tasks as:			
• Defines necessary interfaces between enterprise solution applications and legacy IT environment			
• Supports all program/project planning and milestone development			
• Supports business case analysis and identification of alternative solutions and resulting business impacts			
• Provides ongoing supervision and direction to staff			
• Performs as part of long-term application management support team doing support, break-fix, and minor enhancement work			
• Develop and execute project budgets			
Relevant Experience			
• Team Lead III's must have at least six years of experience in information and financial system design and implementation.			
Educational Background			
Field	• Business, Information Systems, or Related	Degree:	Bachelor's Degree or 3 years related experience
	• Engineering or Related		
Team Lead IV			
Knowledge/Skills			
Team Lead IV's oversee the design, build, and test phases of IT solutions which incorporate technical infrastructure, hardware, and software and are qualified to perform such tasks as:			
• Defines necessary interfaces between enterprise solution applications and legacy IT environment			
• Develops program/project plans and defines associated milestones			
• Supports business case analysis and identification of alternative solutions and resulting business impacts			
• Provides ongoing supervision and direction to staff			
• Performs as part of long-term application management support team doing support, break-fix, and minor enhancement work			
• Develop and execute project budgets			
Relevant Experience			
• Team Lead IV's must have at least ten years of experience in information and financial system design and implementation and two years project management experience.			
Educational Background			
Field	• Business, Information Systems, or Related	Degree:	Bachelor's Degree or 3 years related experience
	• Engineering or Related		

Technical Architect I			
Knowledge/Skills			
Technical Architects identify necessary interfaces between complex enterprise solution applications and legacy IT environment and are qualified to perform such tasks as:			
<ul style="list-style-type: none"> • Design architecture to include software, hardware, and communications to support total requirements as well as provide for present and future cross-functional requirements and interfaces 			
<ul style="list-style-type: none"> • Provide complex business case analysis and identification of alternative solutions and resulting business impacts. 			
<ul style="list-style-type: none"> • Establish system information requirements in developing enterprise-wide or large-scale information systems 			
<ul style="list-style-type: none"> • Evaluate analytically and systematically problems of work flows, organization, and planning and develops appropriate corrective action 			
<ul style="list-style-type: none"> • Define information systems requirements. 			
Relevant Experience			
<ul style="list-style-type: none"> • Technical Architects have up to three years experience in information technology implementation 			
Educational Background			
Field	<ul style="list-style-type: none"> • Business, Information Systems, or Related 	Degree:	Bachelor's Degree or 3 years related experience
	<ul style="list-style-type: none"> • Engineering or Related 		
Technical Architect II			
Knowledge/Skills			
Technical Architects identify necessary interfaces between complex enterprise solution applications and legacy IT environment and are qualified to perform such tasks as:			
<ul style="list-style-type: none"> • Design architecture to include software, hardware, and communications to support total requirements as well as provide for present and future cross-functional requirements and interfaces 			
<ul style="list-style-type: none"> • Provide complex business case analysis and identification of alternative solutions and resulting business impacts. 			
<ul style="list-style-type: none"> • Establish system information requirements in developing enterprise-wide or large-scale information systems 			
<ul style="list-style-type: none"> • Evaluate analytically and systematically problems of work flows, organization, and planning and develops appropriate corrective action 			
<ul style="list-style-type: none"> • Define information systems requirements. 			
Relevant Experience			
<ul style="list-style-type: none"> • Technical Architects have three years experience in information technology implementation 			
Educational Background			
Field	<ul style="list-style-type: none"> • Business, Information Systems, or Related 	Degree:	Bachelor's Degree or 3 years related experience
	<ul style="list-style-type: none"> • Engineering or Related 		

Technical Architect III			
Knowledge/Skills			
Technical Architects identify necessary interfaces between complex enterprise solution applications and legacy IT environment and are qualified to perform such tasks as:			
<ul style="list-style-type: none"> • Design architecture to include software, hardware, and communications to support total requirements as well as provide for present and future cross-functional requirements and interfaces 			
<ul style="list-style-type: none"> • Provide complex business case analysis and identification of alternative solutions and resulting business impacts. 			
<ul style="list-style-type: none"> • Establish system information requirements in developing enterprise-wide or large-scale information systems 			
<ul style="list-style-type: none"> • Evaluate analytically and systematically problems of work flows, organization, and planning and develops appropriate corrective action 			
<ul style="list-style-type: none"> • Define information systems requirements. 			
Relevant Experience			
<ul style="list-style-type: none"> • Technical Architects have six years experience in information technology implementation 			
Educational Background			
Field	<ul style="list-style-type: none"> • Business, Information Systems, or Related 	Degree:	Bachelor's Degree or 3 years related experience
	<ul style="list-style-type: none"> • Engineering or Related 		
Technical Architect IV			
Knowledge/Skills			
Technical Architects identify necessary interfaces between complex enterprise solution applications and legacy IT environment and are qualified to perform such tasks as:			
<ul style="list-style-type: none"> • Design architecture to include software, hardware, and communications to support total requirements as well as provide for present and future cross-functional requirements and interfaces 			
<ul style="list-style-type: none"> • Provide complex business case analysis and identification of alternative solutions and resulting business impacts. 			
<ul style="list-style-type: none"> • Establish system information requirements in developing enterprise-wide or large-scale information systems 			
<ul style="list-style-type: none"> • Evaluate analytically and systematically problems of work flows, organization, and planning and develops appropriate corrective action 			
<ul style="list-style-type: none"> • Define information systems requirements. 			
Relevant Experience			
<ul style="list-style-type: none"> • Technical Architects have ten years experience in information technology implementation 			
Educational Background			
Field	<ul style="list-style-type: none"> • Business, Information Systems, or Related 	Degree:	Bachelor's Degree or 3 years related experience
	<ul style="list-style-type: none"> • Engineering or Related 		

Training Specialist I			
Knowledge/Skills			
Training Specialists serve as lead instructors in delivering training programs and are qualified to perform such tasks as:			
<ul style="list-style-type: none"> • Prepare training catalogs 			
<ul style="list-style-type: none"> • Develop instructor materials, such as course outlines, background material, and training aids 			
<ul style="list-style-type: none"> • Develop student materials, such as course manuals workbooks, handouts, completion certificates, and course critique forms 			
<ul style="list-style-type: none"> • Conduct formal classroom courses, workshops seminars, and computer-based training 			
Relevant Experience			
<ul style="list-style-type: none"> • Training Specialists up to three years of training experience and some IT experience. 			
Educational Background			
Field	<ul style="list-style-type: none"> • Business, Information Systems, or Related 	Degree:	Bachelor's Degree or 3 years related experience
	<ul style="list-style-type: none"> • Engineering or Related 		
Training Specialist II			
Knowledge/Skills			
Training Specialists serve as lead instructors in delivering training programs and are qualified to perform such tasks as:			
<ul style="list-style-type: none"> • Prepare training catalogs 			
<ul style="list-style-type: none"> • Develop instructor materials, such as course outlines, background material, and training aids 			
<ul style="list-style-type: none"> • Develop student materials, such as course manuals workbooks, handouts, completion certificates, and course critique forms 			
<ul style="list-style-type: none"> • Conduct formal classroom courses, workshops seminars, and computer-based training 			
Relevant Experience			
<ul style="list-style-type: none"> • Training Specialists must have at least three years of training experience and some IT experience. 			
Educational Background			
Field	<ul style="list-style-type: none"> • Business, Information Systems, or Related 	Degree:	Bachelor's Degree or 3 years related experience
	<ul style="list-style-type: none"> • Engineering or Related 		
Training Specialist III			
Knowledge/Skills			
Training Specialists serve as lead instructors in delivering training programs and are qualified to perform such tasks as:			
<ul style="list-style-type: none"> • Prepare training catalogs 			
<ul style="list-style-type: none"> • Develop instructor materials, such as course outlines, background material, and training aids 			
<ul style="list-style-type: none"> • Develop student materials, such as course manuals workbooks, handouts, completion certificates, and course critique forms 			

<ul style="list-style-type: none"> • Conduct formal classroom courses, workshops seminars, and computer-based training 			
Relevant Experience			
<ul style="list-style-type: none"> • Training Specialists must have at least six years of training experience and some IT experience. 			
Educational Background			
Field	<ul style="list-style-type: none"> • Business, Information Systems, or Related 	Degree:	Bachelor's Degree or 3 years related experience
	<ul style="list-style-type: none"> • Engineering or Related 		
Training Specialist IV			
Knowledge/Skills			
Training Specialists serve as lead instructors in delivering training programs and are qualified to perform such tasks as:			
<ul style="list-style-type: none"> • Prepare training catalogs 			
<ul style="list-style-type: none"> • Develop instructor materials, such as course outlines, background material, and training aids 			
<ul style="list-style-type: none"> • Develop student materials, such as course manuals workbooks, handouts, completion certificates, and course critique forms 			
<ul style="list-style-type: none"> • Conduct formal classroom courses, workshops seminars, and computer-based training 			
Relevant Experience			
<ul style="list-style-type: none"> • Training Specialists must have at least ten years of training experience and some IT experience. 			
Educational Background			
Field	<ul style="list-style-type: none"> • Business, Information Systems, or Related 	Degree:	Bachelor's Degree or 3 years related experience
	<ul style="list-style-type: none"> • Engineering or Related 		

A.5 Assumptions

ID	Assumption
1	Travel will be billed separately.
2	All MicroStrategy customers are provided access to MicroStrategy's eLearning training system which provides 200+ hours on online education content at no charge. All other training is expressly excluded from the Software costs.
3	Additional discounts may be applied to orders on Software over \$500,000
4	Additional discounts may be applied to orders on Services over \$500,000



**EXHIBIT C ESCROW
CONTRACT NUMBER VA-150915-DATS
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
DATASTRONG, LLC**

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

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

A.1 Master Escrow Agreement



Master Escrow
Agreement - signed

A.2 Amendment to Master Escrow Agreement



Amendment to
Master Escrow Agree



**EXHIBIT D SOW TEMPLATE
CONTRACT NUMBER VA-150915-DATS
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
DATASTRONG, LLC**

Exhibit D is hereby incorporated into and made an integral part of Contract Number VA-150915-DATS (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and Datastrong, LLC (“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 DATASTRONG, LLC**

ISSUED UNDER

**CONTRACT NUMBER VA-150915-DATS
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
DATASTRONG, LLC**

Exhibit D-~~X~~, between (Name of Agency/Institution) and Datastrong, LLC (“Supplier”) is hereby incorporated into and made an integral part of Contract Number VA-150915-DATS (“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	---	-----	---	---	---
-----	-----	-----	---	---	---
-----	-----	-----	-----	-----	-----
	-----	-----			
-----		-----			
-----		-----	-----	-----	-----
-----	---	-----	-----	-----	-----
-----	---	-----	-----	-----	-----
-----	---	-----	---	---	---
-----	-----	-----	-----	-----	-----
-----	-----	-----	-----	-----	-----
-----	-----	-----	-----	--	-----
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-DATS
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
DATASTRONG, LLC**

Exhibit E is hereby incorporated into and made an integral part of Contract Number VA-150915-DATS (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and Datastrong, LLC (“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 Datastrong, LLC (“Supplier”), which was issued under Contract Number VA-150915-DATS (“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-DATS
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
DATASTRONG, LLC**

Exhibit G is hereby incorporated into and made an integral part of Contract Number VA-150915-DATS ("Contract") between the Virginia Information Technologies Agency ("VITA" or "Commonwealth" or "State") and Datastrong, LLC ("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 blue ink is written over a solid horizontal line. The signature is stylized and appears to be a first name followed by a last name.

Printed Name: Andrew J Patterson

Organization: Datastrong, LLC

Date: 11/2/2015



EXHIBIT H Support
CONTRACT NUMBER VA-150915-DATS
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
DATASTRONG, LLC

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

A.1 Support SLAs

Datastrong has provided MicroStrategy’s Technical Support SLAs below and included our application support SLAs if we were contracted for this function. Additional SLAs may be added to individual SOWs issued by VITA or The Commonwealth based project scope, implementation method, location, data volume and complexity, development resources, and VITA support availability.

MicroStrategy offers five levels of Technical Support to Customers, including Standard, Extended, Managed, Dedicated, and Elite as well as several options that can be added on to any support package. Extended, Managed, Dedicated and Elite Support levels and all add-on options are sold for a particular Designated System. A Designated System is defined as all projects contained within a single production MicroStrategy metadata instance. MicroStrategy Technical Support is highly rated in customer surveys such as the BI Survey and Gartner.

Premium Support Customer cases take precedence over Standard Support Customer cases of the same priority.

- All MicroStrategy Support offerings are available [here](#). The details of the offerings are also in the Policies and Procedures section of this [link](#).
- MicroStrategy response times, are found in its Technical Support Policies Section 3.3 which is in the Policies and Procedures section of this [link](#). Additional information regarding prioritization of cases can be found there. MicroStrategy shall make reasonable commercial efforts to comply with the following guidelines when involved in problem resolution:

Performance Standard	Measurement	Critical or Key	% Level ¹	Remedy
Incident Management	Response Time Performance- Severity 1	Critical	90% responded to within 30 min	SOW dependent
	Response Time Performance- Severity 2	Critical	90% responded to within 30 min	SOW dependent
	Response Time Performance- Severity 3	Key	85% responded to within 1 Business Day	SOW dependent
	Response Time Performance- Severity 4	Key	85% responded to within 1 Business Day	SOW dependent
	Resolution Time Performance- Severity 1	Critical	85% resolved within 4 Hours	SOW dependent
	Resolution Time Performance- Severity 2	Critical	85% resolved within 8 Hours	SOW dependent
	Resolution Time Performance- Severity 3	Critical	85% resolved within 5 Business Days	SOW dependent
	Resolution Time Performance- Severity 4	Critical	85% resolved within 30 Business Days	SOW dependent
Service Request Management	Resolution Time Performance- Severity 1	Critical	85% resolved within 4 Hours	SOW dependent
	Resolution Time	Critical	85% resolved within 8 Hours	SOW dependent

Performance Standard	Measurement	Critical or Key	% Level ¹	Remedy
	Performance- Severity 2			
	Resolution Time Performance- Severity 3	Critical	80% resolved within 5 Business Days	SOW dependent
	Resolution Time Performance- Severity 4	Critical	80% resolved within 30 Business Days	SOW dependent
MicroStrategy Technical Support: A production system is down	Response Time From MicroStrategy Technical Support	N/A	< 2 Hours	N/A
MicroStrategy Technical Support: A feature of a production system is seriously affected. System development is halted and there is a severe impact on the Customer's ability to continue development.	Response Time From MicroStrategy Technical Support	N/A	< 2 Hours	N/A
MicroStrategy Technical Support: A functional production or development system is impacted. It is feasible to continue production/development.	Response Time From MicroStrategy Technical Support	N/A	< 4 Hours	N/A
Customer has a question on usage, defect, enhancement, configuration, or software conflict that impacts the system but not critically.	Response Time From MicroStrategy Technical Support	N/A	< 6 Hours	N/A

1 – Service level response and resolve times are based on the services hours defined for each application.

Datastrong Severity Definitions for Incidents/Requests

Level	Severity Definition
Severity 1 - Emergency	Complete loss of business function or application; no workaround exists. Includes items that result in the total inability of end users to conduct key business functions or activities. In this "System Down" condition, the users cannot use the system or key functions at all and a reliable workaround is not known.
Severity 2 – High	<p>Partial loss of critical business function already in production and/or significant degradation of ability to provide service.</p> <p>Problems with any application which is important to business or operations and which make the application unusable or unavailable; a reasonable workaround does exist.</p> <p>Problems for which workaround exists but requires extensive effort.</p> <p>Problem may be closed after workaround is in place and reopened as a Severity 3 or 4.</p>

Level	Severity Definition
Severity 3 – Medium	<p>Degradation or loss of non-critical business functions already in production. Users can continue operating with the results being adequate to perform needed functionality (although the process or format may be less than desirable).</p> <p>Problems which degrade system functionality or business performance; but major functions of the application still work.</p> <p>Problems affecting a single user – preventing completion of a critical task but for which a reasonable workaround exists.</p>
Severity 4 – Low	<p>Degradation or loss of production functionality that affects individuals or small workgroups, minimal impact, preventing completion of a non-critical task but NOT impacting other aspects of the user’s workstation.</p> <p>Problems which do not degrade system functionality (tolerable or deferrable problems); major functions of the application still work.</p> <p>Any type of request (including requests for information, training) that is not related to a problem, ad hoc requests.</p>

A.2 Voluntary Product Accessibility Template



MicroStrategy 9.4.1
Mobile VPAT.DOC



MicroStrategy 9.4.1
Web VPAT.DOC