



Commonwealth of Virginia
Virginia Information Technologies Agency

NEXT GENERATION SOFTWARE ANALYTICS

Optional Use Contract

Date: December 30, 2015

Contract #: VA-150915-PPC

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: Project Performance Company, LLC
1760 Old Meadow Road
McLean, VA 22102

FIN: 54-1571030

Contact Person: Keith Dill
Phone: (703) 748-7045
Email: keith.dill@ppc.com

Pricing: Exhibit B

Term: September 15, 2015 – September 14, 2018

Payment: Net 30 days

For Additional Information, Please Contact:

Contract Information:

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

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

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



Information Technology Solution Contract

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

Project Performance Company, 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 Project Performance Company, LLC (“Supplier”), a corporation headquartered at 1760 Old Meadow Road, McLean, VA 22102 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, Hadoop, MapReduce.

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

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

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

P. Party

Supplier, VITA or any Authorized User.

Q. Protected Health Information

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

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

R. Receipt

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

S. Requirements

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

T. Services

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

U. Software

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

V. Software Publisher

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

W. Solution

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

X. Statement of Work (SOW)

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

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

Y. Supplier

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

Z. Update

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

AA. Work Product

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

3. TERM AND TERMINATION

A. Contract Term

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

B. Termination for Convenience

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

C. Termination for Breach or Default

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

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

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

D. Termination for Non-Appropriation of Funds

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

E. Effect of Termination

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

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

F. Termination by Supplier

Termination by Supplier will not be considered.

G. Transition of Services

Prior to or upon expiration or termination of this Contract and at the request of VITA, Supplier shall provide all assistance as VITA or an Authorized User may reasonably require to transition the Supplier's contractual obligations, or any portion thereof, as requested by VITA or the Authorized User, to any other supplier with whom VITA or such Authorized User contracts for provision of same. This obligation may extend beyond expiration or termination of the Contract for a period not to exceed six (6) months. In the event of a termination for breach and/or default of Supplier, Supplier shall provide such assistance at no charge or fee to VITA or any Authorized User; otherwise, Supplier shall provide such assistance at 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

Any Software provided by Supplier shall provide Software as part of its Solution. Such Software that is licensed directly from the Software Publisher through an end user licensing agreement (EULA) shall be subject to the License Agreement Addendum (LAA), both of which are attached hereto as Exhibit F. Supplier shall have sole responsibility for ensuring that any such Software Publisher executes the LAA. The Software Publisher's EULA, along with the LAA executed by Software Publisher shall be added to Exhibit F for reference, but shall not become a part of this Contract.

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

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

B. License Type

All licenses granted, regardless of the type, include all uses set forth above. License type may vary by Software product and shall be set forth in Exhibits B and F, and identified on any order or SOW issued pursuant to this Contract. For the purposes of this section, the following definitions apply:

Definitions

"Named User" means the named or specified (by password or other user identification) individuals who are employees of an Authorized User or serve as an authorized agent or independent contractor of an Authorized User and who are formally assigned by an Authorized User to use the Products specified on any order or SOW within the scope of their employment or engagement. A Named User may be either a "Full User" or a "Light User". The number and type of Named Users licensed are specified on an order or SOW. 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 additional Named User licenses and payment of the license fee is set forth on Exhibit B.

"Full User" means a Named User that accesses the system on a daily or weekly basis to determine status or issues and for management.

“Light User” means a Named User that accesses the system infrequently (e.g., on a monthly basis) for data entry, to access documents or view reports.

Project Server License

The Project Server License authorizes use of the Software by a Named User on any CPU or system of a single Authorized User, without limitation as to location, for a single Project. A “Project” means a major project, group of sub-projects, or initiatives. The Project Server License is a perpetual license.

Enterprise License

The Enterprise License authorizes use of the Software by a Named User on any CPU or system within the Enterprise, without limitation as to the location or project. An “Enterprise” means a single Authorized User as set forth in the License and associated SOW. The Enterprise License is a perpetual license. The maximum quantity of Named Users permitted under an Enterprise License is capped as set forth on Exhibit B.

SaaS license

The SaaS (Software as a Service) license authorizes use of the Software per Named User, for a renewable 1 year term. The Software is hosted by the Authorized User. For SaaS terms, see Exhibit I.

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

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

7. RIGHTS TO WORK PRODUCT

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

A. Work Product

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

B. Ownership

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

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

C. Pre-existing Work

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

D. Return of Materials

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

8. GENERAL WARRANTY

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

A. Ownership

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

B. 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 and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, such private institution may have its own per diem amounts applicable to Supplier's pre-approved travel expenses. Authorized User shall provide to Supplier written notice of Acceptance upon completion of successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Service shall be deemed Accepted.

B. Software and Deliverable Cure Period

Supplier shall correct any non-conformities identified during Acceptance testing and re-submit such non-conforming Software or Deliverable for re-testing within fifteen (15) days of receipt of

the appropriate Authorized User's written notice of non-conformance, or as otherwise agreed between such Authorized User and Supplier in the applicable order or SOW. Should Supplier fail to cure the non-conformity or deliver Software or a Deliverable which meets the Requirements, such Authorized User may, in its sole discretion: (i) reject the Software or Deliverable in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Software or Deliverable with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Software or Deliverable while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of the Software or a Deliverable to meet, in all material respects, the Requirements after the second set of acceptance tests shall constitute a default by Supplier. In the event of such default, the Authorized User may, at its sole discretion, terminate its order or SOW, in whole or in part, for the Solution to be provided thereunder by Supplier.

C. Solution Acceptance Criteria

Solution shall be deemed accepted when the Authorized User determines that such Solution successfully operates in accordance with the Requirements. Such Authorized User agrees to commence Acceptance testing within five (5) days after deployment of the Solution. Acceptance testing will be completed within fifteen (15) days, or such other period as may be agreed in writing between Authorized User and Supplier, after deployment of the Solution. Supplier agrees to provide to such Authorized User such assistance and advice as such Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than pre-approved travel expenses for time and materials type orders or SOWs or for fixed price type orders or SOWs in which travel expenses were expressly excluded from the total price of the order or SOW. Any such travel expenses must be pre-approved by the Authorized User and shall be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts <http://www.doa.virginia.gov>, or a successor URL(s)). If the Authorized User is a private institution chartered in Virginia and and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, such private institution may have its own per diem amounts applicable to Supplier's pre-approved travel expenses. Authorized User shall provide to Supplier written notice of Acceptance upon completion of successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Service shall be deemed Accepted.

D. Solution Cure Period

Supplier shall correct any non-conformities identified hereunder and shall thereafter re-submit such previously non-conforming Solution or Component products or Services for re-testing within fifteen (15) business days of receipt of written notice of non-conformance to Supplier, or as otherwise agreed between the Authorized User and Supplier. Should Supplier fail to deliver a Solution which meets the Requirements, such Authorized User may, in its sole discretion: (i) reject the Solution in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Solution with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Solution while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of the Solution to meet, in all material respects, the specifications and performance standards after the second set of acceptance tests shall constitute a default by Supplier. In the event of such default, the Authorized User may, at its sole discretion, terminate its order or SOW, in whole or in part, for the Solution to be provided hereunder by Supplier.

11. WARRANTY AND MAINTENANCE SERVICES

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

A. Known Defects

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

B. New Releases

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

C. Coverage

Supplier will provide to any Authorized Users all reasonably necessary telephone or written consultation requested by such Authorized Users in connection with use, problems and operation of the Solution during COVA core business hours as defined below.

Operational Hours: 8am-5pm M-F except for (Supplier holidays):

- New Year's Day (January)
- Birthday of Martin Luther King, Jr. (January)
- Washington's Birthday (February)
- Memorial Day (May)
- Independence Day (July)
- Labor Day (September)
- Columbus Day (October)
- Veteran's Day (November)
- Thanksgiving (November)
- Christmas (December)

Calls received outside of core COVA business hours or on holidays will be answered next business day within 1 hour. Additional coverage may be provided to Authorized Users under separate agreement or SOW.

D. Service Levels

E. Service Levels and remedies under this Agreement shall be as defined in Exhibit H (VisionWaves Maintenance and Support Policy). Service Levels for end-user applications developed and deployed using Software Publisher platform under this agreement shall be covered by separate agreement or SOW under which the end-user application was developed and deployed. 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

A Help Desk will be provided during core COVA business hours (previously defined) via telephone and email. It will be the responsibility of the Help Desk team to track each contact (Ticket) to conclusion.

- The Help Desk will reply to all inquiries within 2 hours of receipt during core COVA business hours.
- If the Help Desk team is unable to answer the inquiry, the issue will be escalated to Supplier technical support personnel who will determine if the request for support is due to end-user application or Software Publisher platform provided under the Agreement.
- Inquiries determined to be end-user application issues will be addressed as documented in the SOW under which the end-user application was developed and deployed.
- Inquires sent to Software Publisher platform provider will be addressed as defined under "Service Levels". Tickets will remain open until resolved.

G. Remedies

Service levels and error correction shall be accomplished in accordance with the priorities established in Exhibit H, Section 3. Error Correction. 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

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

escrowed materials to the Commonwealth, the Commonwealth's sole responsibility shall be to request the release of such materials from the escrow agent. Supplier agrees to notify VITA in writing not less than thirty (30) calendar days prior to termination or any modification of Escrow Agreement. Supplier warrants that the information and materials to be kept in escrow in a media safe environment for the benefit of the Commonwealth are specifically identified and listed in Attachment A to the Escrow Agreement and include the most current version used by all Authorized Users of:

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

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

- i. File List Test - To ensure the deposited items are catalogued and confirm they are readable and virus free, and if encrypted, that the Escrow Agent has the decryption keys on deposit.
- ii. Inventory and Analysis Test – To provide a complete audit and inventory of the deposit including analysis of deposited media to verify the presence of build instructions, to identify all of materials necessary to recreate the original development environment and to confirm the presence of all build instructions, file classification tables, database schema and listings.
- iii. Compile Test – To validate whether the development environment can be recreated from the deposited documentation and files; to identify third-party libraries, to recreate the Supplier's development environment; to compile source files and modules, to recreate executable code and to prepare a complete list of any hardware or software configurations.
- iv. Binary Comparison Test – To test the functionality of the complied deposit materials by comparing the files built in compile testing to the licensed, executable file running at VITA's or Authorized User's site.
- v. Full Usability Test – To confirm the source code placed in escrow will be fully functional in the event of a release and to perform a relevant series of tests to ensure that replicated software runs properly in the required VITA or Authorized User environment.
- vi. Final Operability Test – To perform a final demonstration of the functioning software.
- vii. Fault Remedy – To collaborate with Supplier on fixing any faults discovered during the testing, to obtain corrected escrow items and to re-perform any verification tests as necessary until all tests are successful, with written detailed reports to VITA or the Authorized User.

Supplier warrants that the Escrow Agreement provides for, among other items, the release of the list of items on Attachment A of the Escrow Agreement upon the happening of certain events, including, but not limited to, Supplier's failure to carry out its support and maintenance obligations imposed by this Contract for a period of sixty (60) days, Supplier's breach or default under this Contract, Supplier's bankruptcy, Supplier's failure to continue to do business in the ordinary course. Supplier agrees to pay all expenses associated with establishing and maintaining the escrow account and the contents mentioned above.

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

Any Authorized User which is not a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia may require Supplier to execute an additional escrow agreement subject to the same requirements and binding Supplier to the same obligations as described above but naming such Authorized User as the beneficiary of the escrow agreement. Subject to the information and materials listed in such escrow agreement being released to such Authorized User, Supplier hereby grants to such Authorized User a royalty-free, perpetual, irrevocable license, that permits disclosure to a third party support-vendor of a complete and accurate copy of then-current source code for the Software licensed to such Authorized User, along with all related documentation.

21. CONFIDENTIALITY

A. Treatment and Protection

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

B. Exclusions

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

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

C. Return or Destruction

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

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

D. Confidentiality Statement

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

E. Health Insurance Portability and Accountability Act

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

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

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

22. INDEMNIFICATION AND LIABILITY

A. Indemnification

Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, any Authorized User, their officers, directors, agents and employees (collectively, "Commonwealth's Indemnified Parties") from and against any and all losses, damages, claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines, penalties (whether criminal or civil), judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Supplier-provided products or services, or (v) any actual or alleged infringement or

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

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

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

B. Liability

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

being understood that multiple losses stemming from the same root cause constitute a single incident.

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

23. INSURANCE

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

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

24. SECURITY COMPLIANCE

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

25. IMPORT/EXPORT

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

26. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then VITA may immediately terminate this Contract, and an Authorized User may

terminate an order or SOW, on notice to Supplier unless Supplier immediately gives VITA or such Authorized User adequate assurance of the future performance of this Contract or the applicable order or SOW. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by VITA and Supplier that this is an executory contract. Any such suspension of further performance by VITA or Authorized User pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect the rights of VITA or any Authorized User to pursue or enforce any of its rights under this Contract or otherwise.

27. GENERAL PROVISIONS

A. Relationship Between VITA and Authorized User and Supplier

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

B. Incorporated Contractual Provisions

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

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

The then-current terms and conditions in documents posted to the aforereferenced URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, or the adoption of revised eVA business requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URLs periodically.

C. Compliance with the Federal Lobbying Act

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

D. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international

treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

E. Dispute Resolution

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

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

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

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

F. Advertising and Use of Proprietary Marks

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

G. Notices

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

- i. To VITA and to Supplier, if Supplier is incorporated in the Commonwealth of Virginia, to the addresses shown on the signature page.
- ii. To Supplier, if Supplier is incorporated outside the Commonwealth of Virginia, to the Registered Agent registered with the Virginia State Corporation Commission.

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

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

H. No Waiver

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

I. Assignment

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of VITA and Supplier. Supplier may not assign, subcontract, delegate or otherwise convey this Contract or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, and any such attempted assignment or subcontracting without consent shall be void. VITA may assign this Contract to any entity conducting the business of the Commonwealth of Virginia, 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 - Maintenance and Support
- Exhibit I - SaaS terms

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: KEITH L. DICK

(Print)

Title: VICE PRESIDENT

Date: OCT 5, 2015

Address for Notice:

VITA

By: 

(Signature)

Name: Nelson P. Moe

(Print)

Title: CIO

Date: 11-19-2015

Address for Notice:



**EXHIBIT A REQUIREMENTS
CONTRACT NUMBER VA-150915-PPC
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
PROJECT PERFORMANCE COMPANY, LLC**

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

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

A. Product Specifications & Standards

	Requirements	A	B
1	<p>Does your solution comply with all current COV ITRM Policies and Standards, as applicable, found at: http://www.vita.virginia.gov/library/default.aspx?id=537.</p> <p>If proposed solution does not, please provide details that specify the Standard/Policy and how Supplier's solution does not comply.</p>	F	<p>VisionWaves OIP supports all of the COV ITRM Policies and Standards but is not certified. Certification can easily be accomplished within six months. In addition, VisionWaves Operational Intelligence is already installed in a VITA environment to support VDOT operations.</p>
2	<p>Do your proposed interfaces to Commonwealth systems comply with or have approved exceptions to all applicable Commonwealth Data Standards as found at http://www.vita.virginia.gov/oversight/default.aspx?id=10344</p> <p>If not, please explain.</p>	Y	<p>VisionWaves OIP supports all of the interfaces to Commonwealth systems.</p>
3	<p>Does your solution provide effective, interactive control and use with nonvisual means and provide 508 Compliance in accordance with the following standard regarding IT Accessibility and 508 Compliance:</p> <p>http://www.vita.virginia.gov/uploadedFiles/Library/AccessibilityStandard_GOV103-00_Eff_11-04-05.pdf</p> <p>(Refer to www.section508.gov and www.access-board.gov for further information)</p> <p>If yes, please describe how this functionality is achieved and include a completed Voluntary Product</p>	Y	<p>VisionWaves OIP provides the ability to create individual cockpits (dashboards) that meet IT Accessibility and 508 compliance standards.</p> <p>Complete VPAT form is attached in Appendix E.</p>

	<p>Accessibility Template (VPAT) with your proposal: (<i>The VPAT template is located in APPENDIX C of the Accessibility Standard (GOV103-00).</i>)</p> <p>If no, does your solution provide alternate accessibility functionality? Please describe.</p>		
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B. General

	Requirements	A	B
1	<ul style="list-style-type: none"> ■ Selected vendors, if asked, will need to perform a selected vendor proposed pilot within one year of contract award. Does your Solution meet this requirement? 	<ul style="list-style-type: none"> ■ Y 	<ul style="list-style-type: none"> ■ Due to the VisionWaves model driven approach and functionality, projects are rapidly implemented in weeks and months and not years. Based on past experience we know that we can implement any of the pilot projects in a matter of a few months. ■ In addition, some of the requirements can be demonstrated in current systems being run for the Virginia Department of Transportation (VDOT) and the Secretary of Transportation’s Office of Intermodal Planning and Investment (OIPi).
2	<ul style="list-style-type: none"> ■ There will be no cost to the Commonwealth or the participating agencies for the use of tools or Supplier resources utilized during this evaluation and pilot(s). Does your Solution meet this requirement? 	<ul style="list-style-type: none"> ■ Y 	<ul style="list-style-type: none"> ■

	Requirements	A	B
3	<ul style="list-style-type: none"> ■ Vendors selected for pilots will need to work with any agency providing data to support that pilot to develop a mutually agreed upon document before a pilot can commence. That agreement needs to address exactly how the vendor intends to analyze any agency data and all of the controls and associated roles that will be applied to that data. Does your Solution meet this requirement? 	<ul style="list-style-type: none"> ■ Y 	<ul style="list-style-type: none"> ■ This matches our typical implementation approach and methodology.
4	<ul style="list-style-type: none"> ■ All applicable state and federal laws concerning the protection of this data must be complied with. Does your Solution meet this requirement? 	<ul style="list-style-type: none"> ■ Y 	<ul style="list-style-type: none"> ■ For solutions implemented using the VisionWaves OIP in a hosted environment or provided to VITA or other agency as a SaaS offering AWS provides a FISMA compliant environment. The current OIPI system currently resides in an external hosting site that meets all applicable state and federal laws.
5	<ul style="list-style-type: none"> ■ All Commonwealth data utilized during pilots must remain at the hosting agency. No Commonwealth data is to be analyzed offsite, copied, transformed to obscure Commonwealth's ownership, or transmitted in any way without formal agency approval. Does your Solution meet this requirement? 	<ul style="list-style-type: none"> ■ Y 	<ul style="list-style-type: none"> ■

	Requirements	A	B
6	<ul style="list-style-type: none"> ■ Pilots are to be performed on dedicated devices (laptops) supplied by VITA or on vendor supplied appliances. Vendor provided appliances will need an approved plan (by VITA & participating agencies) for protecting and deleting Commonwealth data. Does your Solution meet this requirement? 	<ul style="list-style-type: none"> ■ Y 	<ul style="list-style-type: none"> ■ We will be using our own laptops for development of the pilot application. VITA laptop or desktop computers will be used to run the pilot. No software is required to be loaded on VITA laptop or desktop systems.
7	<ul style="list-style-type: none"> ■ • VITA supplied laptops and vendor supplied appliances must be under full control of the pilot hosting agency for the duration of the pilot. Vendor will have no administrative rights to VITA supplied laptop. Agency or VITA staff will load any required software. ■ • Pilot should be accomplished with the minimum amount of Commonwealth data as possible/practical ■ • The agency may require that the analytic methods be demonstrated to agency staff by the vendor on agency provided test data and any analysis of actual agency data would only be performed by agency staff ■ • Vendor access to agency data may require vendor staff to attend specific training provided by the agency. ■ ■ Does your Solution meet these requirements? 	<p>Y</p>	
8	<ul style="list-style-type: none"> ■ Suppliers will provide subject matter experts as need to support the pilots. Does your Solution meet this requirement? 	<p>Y</p>	

	Requirements	A	B
9	<ul style="list-style-type: none"> ■ Does your Solution safeguard sensitive data? If yes, explain how. 	Y	<ul style="list-style-type: none"> ■ VisionWaves Operational Intelligence Platform utilizes a set of security methods: ■ Transparent Data Encryption (TDE) can be used for sensitive data; ■ Encrypted connection from client to server can be used.
10	<p>Does your solution have mechanisms that will prevent one entity from viewing another entity's data if applicable if the toolset was deployed on a shared platform? If yes, explain how they work.</p>	Y	<ul style="list-style-type: none"> ■ Access to the VisionWaves Operational Intelligence software, displays, and reports is based on a user name and role governance model. Users can only see what they have access to. Note that VisionWaves Operational Intelligence can use a LDAP access security model if one is available

	Requirements	A	B
11	<p>Does your solution have the ability to extract data from multiple existing analytic tool sets (Cognos, SAS, Business Objects, MicroStrategy, Microsoft Analytics, etc.)? If so, please list.</p>	Y	<ul style="list-style-type: none"> ■ In addition to being able to extract information from any analytic tool sets, VisionWaves Operational Intelligence can extract or interface with any ERP, BPMS, or legacy data system. ■ Examples include IBM Cognos, SAS, SAP and Oracle BO, Oracle databases, Microstrategy, Qlik, Tableau, IFS, ILIAS, IBM Maximo, Tibco SpotFire, all Microsoft products, Appian, Pega, and Documentum. Some of these are not true analytic tools but have been implemented by some customers to satisfy their data analytics requirements.
12	<p>Supplier staff will submit to background checks conducted and paid for by the Commonwealth. Does your Solution meet this requirement?</p>	Y	
13	<p>Agencies may need expertise/resources in utilizing these next-generation analytics tools to address business needs. Role examples include: Data Scientists, Data Analysts, Data Hygienists, Data Explorers, Data Visualizers, Does your Solution have the ability to provide these types of resources? If so, what roles can you provide?</p>	Y	<ul style="list-style-type: none"> ■ These individuals would be provide under the Labor Categories in the Pricing section as Master Solution Architect, Sr. Solution Architect, or Solution Architect.

c. Solution Information (by category)

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

	Requirements	A	B
<ul style="list-style-type: none"> ■ 1 	<ul style="list-style-type: none"> ■ Identify the components of your analytics tool set that fit this category 	<ul style="list-style-type: none"> ■ n / a 	<ul style="list-style-type: none"> ■ The VisionWaves Operational Intelligence Data Engine generates and maintains the BI data structure. Microsoft SQL server technology is at the heart of the software and we use Microsoft Integration Services and Analysis Services to populate the BI data structure
<ul style="list-style-type: none"> ■ 2 	<ul style="list-style-type: none"> ■ Identify platforms for deployment (cloud, Intel, appliance, OSs, database versions etc.) for the tools you have included in this category 	<ul style="list-style-type: none"> ■ n / a 	<ul style="list-style-type: none"> ■ Minimum Software Requirements for VisionWaves is as followed. ■ Microsoft SQL Server 2008 / 2008 R2 / 2012 R2 Enterprise Edition (x64 or X86) enabling: ■ Microsoft SQL Server Data Engine ■ Microsoft SQL Server Analysis Services ■ Microsoft SQL Server Integration Services ■ Microsoft SQL Server Business Intelligence

			<p>Development Studio</p> <ul style="list-style-type: none"> ■ Microsoft SQL Server Management Studio ■ Microsoft .NET Framework 4.5 ■ Microsoft Office 2007 or higher ■ Internet Explorer 7/8/9/10/11, Google Chrome, and Firefox ■ As needed these can be set up in a cloud environment – Amazon Web Services.
<ul style="list-style-type: none"> ■ 3 	<ul style="list-style-type: none"> ■ Explain licensing options for the tools you have included in this category 	<ul style="list-style-type: none"> ■ n / a 	<ul style="list-style-type: none"> ■ VisionWaves licensing options include perpetual, term, and enterprise levels. In addition, the VisionWaves platform supports all of the categories defined by VITA so the software prices include all capabilities.
<ul style="list-style-type: none"> ■ 4 	<ul style="list-style-type: none"> ■ Does your Solution allow for your tool sets to be deployed in order to support shared use among Commonwealth agencies? Explain how. 	<ul style="list-style-type: none"> ■ Y 	<ul style="list-style-type: none"> ■ VisionWaves OIP can be deployed by agency, program, or individual department. For each environment we can create a separate BI data structure that can be populated with the data and business rules that are needed for that agency. If needed we can also share this information amongst Commonwealth agencies.
<ul style="list-style-type: none"> ■ 5 	<ul style="list-style-type: none"> ■ Do you provide training on your solution? If yes, please explain the options. 	<ul style="list-style-type: none"> ■ Y 	<ul style="list-style-type: none"> ■ VisionWaves’ Academy provides training programs to your business users and IT organizations to configure and maintain the

			<p>VisionWaves Operational Intelligence product.</p> <ul style="list-style-type: none"> ■ PPC provides training on any application developed using the VisionWaves platform
<ul style="list-style-type: none"> ■ 6 	<ul style="list-style-type: none"> ■ Do you provide installation (including configuration) services for these tool components above? 	<ul style="list-style-type: none"> ■ Y 	<ul style="list-style-type: none"> ■ PPC and VisionWaves provides system administrators to setup and install the VisionWaves OIP software to meet the VITA and its user requirements.
<ul style="list-style-type: none"> ■ 7 	<ul style="list-style-type: none"> ■ 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) 	<ul style="list-style-type: none"> ■ Y 	<ul style="list-style-type: none"> ■ PPC and VisionWaves have BI implementation engineers to support implementation of this and all categories requested by VITA.
<ul style="list-style-type: none"> ■ 8 	<ul style="list-style-type: none"> ■ 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. 	<ul style="list-style-type: none"> ■ n / a 	<ul style="list-style-type: none"> ■ From an implementation perspective, the use of the VisionWaves OIP only requires business analyst type users to configure the system and database programmers to connect and import the data into the system. Training is provided during the implementation iterations so that these users become proficient on how to configure and manage the system. ■ From an end user business point of view, VisionWaves' solution is intuitive and only short hands on training is required. ■ In the case of the Virginia's Transportation

			<p>Department OIPI project, PPC took on the role of the implementer with one business analysis with programming experience to configure and maintain the system, and the end users in the various transportation departments only needed a one hour hands-on training program.</p> <ul style="list-style-type: none"> ■ For government customers, this approach has been used several defense agencies to optimize maintenance operations and supply chain management to improve asset availability while reducing operational costs. Most recently, this was used for DOD WHS for identification of duplicate services that then can be eliminated. This is also being used to manage operational performance for Canada's Province of Ontario DMV and VDOT. This type of optimization and performance management using BI has been used in mining, oil and gas, energy, airline, and banking industries. Note that these programs used some of the categories of functionality requested by VITA, so this statement may be repeated since it is based on the same platform
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2. Predictive and Prescriptive analytics

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

	Requirements	A	B
<ul style="list-style-type: none"> ■ 1 	<ul style="list-style-type: none"> ■ Identify the components of your analytics tool set that fit this category 	<ul style="list-style-type: none"> ■ n / a 	<ul style="list-style-type: none"> ■ VisionWaves OIP uses the data mining components of Microsoft Analysis Services to provide predictive analytics within the end user cockpits. By integrating these predictive capabilities with the business rules we can store in VisionWaves' Operational Intelligence, we are able to give prescriptive analytics to end-users. ■ In addition, the VisionWaves' Model Engine allows the relationship between structure data and unstructured data such as documents so a relationship can be established during operations on what document was used to perform certain tasks that results in the generation of data.
<ul style="list-style-type: none"> ■ 2 	<ul style="list-style-type: none"> ■ Identify platforms for deployment (cloud, Intel, appliance, OSs, database versions etc.) for the tools you have included in this category 	<ul style="list-style-type: none"> ■ n / a 	<ul style="list-style-type: none"> ■ Minimum Software Requirements for VisionWaves is as followed. ■ Microsoft SQL Server

			<p>2008 / 2008 R2 / 2012 R2 Enterprise Edition (x64 or X86) enabling:</p> <ul style="list-style-type: none"> ■ Microsoft SQL Server Data Engine ■ Microsoft SQL Server Analysis Services ■ Microsoft SQL Server Integration Services ■ Microsoft SQL Server Business Intelligence Development Studio * ■ Microsoft SQL Server Management Studio * ■ Microsoft .NET Framework 4.5 ■ Microsoft Office 2007 or higher ■ Internet Explorer 7/8/9/10/11, Google Chrome, and Firefox ■ As needed these can be set up in a cloud environment – Amazon Web Services.
<ul style="list-style-type: none"> ■ 3 	<ul style="list-style-type: none"> ■ Explain licensing options for the tools you have included in this category 	<ul style="list-style-type: none"> ■ n / a 	<ul style="list-style-type: none"> ■ VisionWaves licensing options include perpetual, term, and enterprise levels. In addition, VisionWaves platform supports all of the categories defined by VITA so the software prices include all capabilities.
<ul style="list-style-type: none"> ■ 4 	<ul style="list-style-type: none"> ■ Does your Solution allow for your tool sets to be deployed in order to support shared use among Commonwealth agencies? Explain how. 	<ul style="list-style-type: none"> ■ Y 	<ul style="list-style-type: none"> ■ VisionWaves OIP can be deployed by agency, program, or individual department. For each environment we can create a separate BI data structure that can be populated with

			the data and business rules that are needed for that agency. If needed we can also share this information amongst Commonwealth agencies.
<ul style="list-style-type: none"> ■ 5 	<ul style="list-style-type: none"> ■ Do you provide training on your solution? If yes, please explain the options. 	<ul style="list-style-type: none"> ■ Y 	<ul style="list-style-type: none"> ■ VisionWaves' Academy provides training programs to your business users and IT organizations to configure and maintain the VisionWaves Operational Intelligence product. ■ PPC provides training on any application developed using the VisionWaves platform
<ul style="list-style-type: none"> ■ 6 	<ul style="list-style-type: none"> ■ Do you provide installation (including configuration) services for these tool components above? 	<ul style="list-style-type: none"> ■ Y 	<ul style="list-style-type: none"> ■ PPC and VisionWaves provides system administrators to setup and install the VisionWaves Operational Intelligence software to meet the VITA and its user requirements.
<ul style="list-style-type: none"> ■ 7 	<ul style="list-style-type: none"> ■ 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) 	<ul style="list-style-type: none"> ■ Y 	<ul style="list-style-type: none"> ■ PPC and VisionWaves have BI implementation engineers to support implementation of this and all categories requested by VITA.
<ul style="list-style-type: none"> ■ 8 	<ul style="list-style-type: none"> ■ 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. 	<ul style="list-style-type: none"> ■ n / a 	<ul style="list-style-type: none"> ■ From an implementation perspective, the use of the VisionWaves OIP only requires business analyst type users to configure the system and database programmers to connect and import the data into the system. Training is provided during the implementation iterations so that these users become

		<p>proficient on how to configure and manage the system.</p> <ul style="list-style-type: none"> ■ From an end user business point of view, VisionWaves' solution is intuitive and only short hands on training is required. ■ In the case of the Virginia's Transportation Department OIPI project, PPC took on the role of the implementer with one business analysis with programming experience to configure and maintain the system, and the end users in the various transportation departments only needed a one hour hands-on training program. ■ For government customers, this approach has been used several defense agencies to optimize maintenance operations and supply chain management to improve asset availability while reducing operational costs. Most recently, this was used for DOD WHS for identification of duplicate services that then can be eliminated. This is also being used to manage operational performance for Canada's Province of Ontario DMV and VDOT. This type of optimization and performance management using BI has been used in mining, oil and gas, energy, airline,
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			and banking industries.
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3. Statistical analysis and Simulation

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

	Requirements	A	B
■ 1	<ul style="list-style-type: none"> ■ Identify the components of your analytics tool set that fit this category 	<ul style="list-style-type: none"> ■ n / a 	<ul style="list-style-type: none"> ■ VisionWaves' Operational Intelligence software uses the data mining components of Microsoft Analysis Services to perform and store analysis. ■ Due to the model driven approach of the software we are able to build a structure in the software that will be able to manage the execution of such an analysis and is able to store and present the results within the end-users cockpits. ■ The Model Engine allows simulations of changes to operations such as organizations, processes,

			<p>inputs, etc. to determine the impact on results and operations. Managers and business analysts can use the modeling function to simulate changes before incorporating into operations.</p> <ul style="list-style-type: none"> ■ For advanced analysis that may require unique or highly specialize algorithms beyond current capability VisionWaves will integrate the new algorithms into its OIP as part of a release. It can also pass data to and receive data form 3rd party tools as part of the analysis chain.
<ul style="list-style-type: none"> ■ 2 	<ul style="list-style-type: none"> ■ Identify platforms for deployment (cloud, Intel, appliance, OSs, database versions etc.) for the tools you have included in this category 	<ul style="list-style-type: none"> ■ n / a 	<ul style="list-style-type: none"> ■ Minimum Software Requirements for VisionWaves is as followed. ■ Microsoft SQL Server 2008 / 2008 R2 / 2012 R2 Enterprise Edition (x64 or X86) enabling: ■ Microsoft SQL Server Data Engine ■ Microsoft SQL Server Analysis Services ■ Microsoft SQL Server Integration Services ■ Microsoft SQL Server Business Intelligence Development Studio * ■ Microsoft SQL Server Management Studio * ■ Microsoft .NET Framework 4.5 ■ Microsoft Office 2007 or

			<p>higher</p> <ul style="list-style-type: none"> ■ Internet Explorer 7/8/9/10/11, Google Chrome, and Firefox ■ As needed these can be set up in a cloud environment – Amazon Web Services.
<ul style="list-style-type: none"> ■ 3 	<ul style="list-style-type: none"> ■ Explain licensing options for the tools you have included in this category 	<ul style="list-style-type: none"> ■ n / a 	<ul style="list-style-type: none"> ■ VisionWaves licensing options include perpetual, term, and enterprise levels. In addition, VisionWaves platform supports all of the categories defined by VITA so the software prices include all capabilities.
<ul style="list-style-type: none"> ■ 4 	<ul style="list-style-type: none"> ■ Does your Solution allow for your tool sets to be deployed in order to support shared use among Commonwealth agencies? Explain how. 	<ul style="list-style-type: none"> ■ Y 	<ul style="list-style-type: none"> ■ VisionWaves Operational Intelligence can be deployed by agency, program, or individual department. For each environment we can create a separate BI data structure that can be populated with the data and business rules that are needed for that agency. If needed we can also share this information amongst Commonwealth agencies.
<ul style="list-style-type: none"> ■ 5 	<ul style="list-style-type: none"> ■ Do you provide training on your solution? If yes, please explain the options. 	<ul style="list-style-type: none"> ■ Y 	<ul style="list-style-type: none"> ■ VisionWaves’ Academy provides training programs to your business users and IT organizations to configure and maintain the VisionWaves Operational Intelligence product. ■ PPC provides training on any application developed using the VisionWaves platform.

<ul style="list-style-type: none"> ■ 6 	<ul style="list-style-type: none"> ■ Do you provide installation (including configuration) services for these tool components above? 	<ul style="list-style-type: none"> ■ Y 	<ul style="list-style-type: none"> ■ VisionWaves provides system administrators to setup and install the VisionWaves Operational Intelligence software to meet the VITA and their user requirements.
<ul style="list-style-type: none"> ■ 7 	<ul style="list-style-type: none"> ■ 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) 	<ul style="list-style-type: none"> ■ Y 	<ul style="list-style-type: none"> ■ PPC and VisionWaves have BI implementation engineers to support implementation of this and all categories requested by VITA.
<ul style="list-style-type: none"> ■ 8 	<ul style="list-style-type: none"> ■ 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. 	<ul style="list-style-type: none"> ■ n / a 	<ul style="list-style-type: none"> ■ From an implementation perspective, the use of the VisionWaves OIP only requires business analyst type users to configure the system and database programmers to connect and import the data into the system. Training is provided during the implementation iterations so that these users become proficient on how to configure and manage the system. ■ From an end user business point of view, VisionWaves' solution is intuitive and only short hands on training is required. ■ In the case of the Virginia's Transportation Department OIPI project, PPC took on the role of the implementer with one business analysis with programming experience to configure and maintain the system, and the end

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

	Requirements	A	B
1	Identify the components of your analytics tool set that fit this category	n/a	<p>Components used for data visualization within the solution are: Web based cockpits which boost over a number of visualizations ranging from value chains, processes, organizational charts, performance gauges, charts (bar, line, spline, polar, funnel, etc.) geographical maps with pin points and heat map.</p> <p>Additional reports can be created with Microsoft Reporting Services and launched from the role based cockpits.</p>
2	Identify platforms for deployment (cloud, Intel, appliance, OSs, database versions etc.) for the tools you have included in this category	n/a	<ul style="list-style-type: none"> ■ Minimum Software Requirements for VisionWaves is as followed. ● Microsoft SQL Server 2008 / 2008 R2 / 2012 R2 Enterprise Edition (x64 or X86) enabling: ● Microsoft SQL Server Data Engine ● Microsoft SQL Server Analysis Services ● Microsoft SQL Server Integration Services ● Microsoft SQL Server Business Intelligence Development Studio ● Microsoft SQL Server

			<p>Management Studio</p> <ul style="list-style-type: none"> • Microsoft .NET Framework 4.5 • Microsoft Office 2007 or higher • Internet Explorer 7/8/9/10/11, Google Chrome, and Firefox <p>As needed these can be set up in a cloud environment – Amazon Web Services.</p>
3	Explain licensing options for the tools you have included in this category	n/a	<ul style="list-style-type: none"> ■ VisionWaves licensing options include perpetual, term, and enterprise levels. In addition, VisionWaves platform supports all of the categories defined by VITA so the software prices include all capabilities.
4	Does your Solution allow for your tool sets to be deployed in order to support shared use among Commonwealth agencies? Explain how.	<ul style="list-style-type: none"> ■ Y 	<ul style="list-style-type: none"> ■ VisionWaves Operational Intelligence has a User Interface that is web based and role driven. By managing role defined access (within the business model) to portal pages and data, different end user groups (e.g. suppliers) can be connected.
5	Do you provide training on your solution? If yes, please explain the options.	<ul style="list-style-type: none"> ■ Y 	<ul style="list-style-type: none"> ■ VisionWaves’ Academy provides training programs to your business users and IT organizations to configure and maintain the VisionWaves Operational Intelligence product. ■ PPC provides training on any application developed using the VisionWaves platform

6	Do you provide installation (including configuration) services for these tool components above?	<ul style="list-style-type: none"> ■ Y 	<ul style="list-style-type: none"> ■ PPC and VisionWaves provides system administrators to setup and install the VisionWaves Operational Intelligence software to meet the VITA and its user requirements.
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)	<ul style="list-style-type: none"> ■ Y 	<ul style="list-style-type: none"> ■ PPC and VisionWaves have BI implementation engineers to support implementation of this and all categories requested by VITA.
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	<ul style="list-style-type: none"> ■ From an implementation perspective, the use of the VisionWaves OIP only requires business analyst type users to configure the system and database programmers to connect and import the data into the system. Training is provided during the implementation iterations so that these users become proficient on how to configure and manage the system. ■ From an end user business point of view, VisionWaves' solution is intuitive and only short hands on training is required. ■ In the case of the Virginia's Transportation Department OIPI project, PPC took on the role of the implementer with one business analysis with programming experience to configure and maintain the system, and the end

		<p>users in the various transportation departments only needed a one hour hands-on training program.</p> <ul style="list-style-type: none"> ■ For government customers, this approach has been used several defense agencies to optimize maintenance operations and supply chain management to improve asset availability while reducing operational costs. Most recently, this was used for DOD WHS for identification of duplicate services that then can be eliminated. This is also being used to manage operational performance for Canada’s Province of Ontario DMV and VDOT. This type of optimization and performance management using BI has been used in mining, oil and gas, energy, airline, and banking industries
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5. Data quality:

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

- g. Enrichment — Enhancing the value of internally held data by appending related attributes from external sources (for example, consumer demographic attributes or geographic descriptors)

	Requirements	A	B
<ul style="list-style-type: none"> ■ 1 	<ul style="list-style-type: none"> ■ Identify the components of your analytics tool set that fit this category 	<ul style="list-style-type: none"> ■ n / a 	<ul style="list-style-type: none"> ■ Data quality is inherent within our implementation methodology. Starting with the definition of the strategic BizMap (visualization of the value chain) the business context for the required data is set. Meta data definitions are captured in the model engine and create a single picture of the truth for data coming from (possibly) several data sources. ■ Using data validation within ETL processes, data quality checks are performed.
<ul style="list-style-type: none"> ■ 2 	<ul style="list-style-type: none"> ■ Identify platforms for deployment (cloud, Intel, appliance, OSs, database versions etc.) for the tools you have included in this category 	<ul style="list-style-type: none"> ■ n / a 	<ul style="list-style-type: none"> ■ Minimum Software Requirements for VisionWaves is as followed. ■ Microsoft SQL Server 2008 / 2008 R2 / 2012 R2 Enterprise Edition (x64 or X86) enabling: ■ Microsoft SQL Server Data Engine ■ Microsoft SQL Server Analysis Services ■ Microsoft SQL Server Integration Services ■ Microsoft SQL Server Business Intelligence Development Studio ■ Microsoft SQL Server Management Studio

			<ul style="list-style-type: none"> ■ Microsoft .NET Framework 4.5 ■ Microsoft Office 2007 or higher ■ Internet Explorer 7/8/9/10/11, Google Chrome, and Firefox ■ As needed these can be set up in a cloud environment – Amazon Web Services.
<ul style="list-style-type: none"> ■ 3 	<ul style="list-style-type: none"> ■ Explain licensing options for the tools you have included in this category 	<ul style="list-style-type: none"> ■ n / a 	<ul style="list-style-type: none"> ■ VisionWaves licensing options include perpetual, term, and enterprise levels. In addition, VisionWaves platform supports all of the categories defined by VITA so the software prices include all capabilities.
<ul style="list-style-type: none"> ■ 4 	<ul style="list-style-type: none"> ■ Does your Solution allow for your tool sets to be deployed in order to support shared use among Commonwealth agencies? Explain how. 	<ul style="list-style-type: none"> ■ 	<ul style="list-style-type: none"> ■ The VisionWaves’ solution is currently deployed by several customers in a shared services model across enterprise and geographical locations.
<ul style="list-style-type: none"> ■ 5 	<ul style="list-style-type: none"> ■ Do you provide training on your solution? If yes, please explain the options. 	<ul style="list-style-type: none"> ■ Y 	<ul style="list-style-type: none"> ■ VisionWaves’ Academy provides training programs to your business users and IT organizations to configure and maintain the VisionWaves Operational Intelligence product. ■ PPC provides training on any application developed using the VisionWaves platform.
<ul style="list-style-type: none"> ■ 6 	<ul style="list-style-type: none"> ■ Do you provide installation (including configuration) services for these tool components above? 	<ul style="list-style-type: none"> ■ Y 	<ul style="list-style-type: none"> ■ PPC and VisionWaves provides system administrators to setup and install the VisionWaves

			Operational Intelligence software to meet the VITA and their user requirements.
<ul style="list-style-type: none"> ■ 7 	<ul style="list-style-type: none"> ■ 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) 	<ul style="list-style-type: none"> ■ Y 	<ul style="list-style-type: none"> ■ PPC and VisionWaves have BI implementation engineers to support implementation of this and all categories requested by VITA.
<ul style="list-style-type: none"> ■ 8 	<ul style="list-style-type: none"> ■ 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. 	<ul style="list-style-type: none"> ■ n / a 	<ul style="list-style-type: none"> ■ From an implementation perspective, the use of the VisionWaves OIP only requires business analyst type users to configure the system and database programmers to connect and import the data into the system. Training is provided during the implementation iterations so that these users become proficient on how to configure and manage the system. ■ From an end user business point of view, VisionWaves' solution is intuitive and only short hands on training is required. ■ In the case of the Virginia's Transportation Department OIPI project, PPC took on the role of the implementer with one business analysis with programming experience to configure and maintain the system, and the end users in the various transportation departments only needed a one hour

			<p>hands-on training program.</p> <ul style="list-style-type: none"> ■ For government customers, this approach has been used several defense agencies to optimize maintenance operations and supply chain management to improve asset availability while reducing operational costs. Most recently, this was used for DOD WHS for identification of duplicate services that then can be eliminated. This is also being used to manage operational performance for Canada’s Province of Ontario DMV and VDOT. This type of optimization and performance management using BI has been used in mining, oil and gas, energy, airline, and banking industries
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6. Data Governance - a quality control discipline for assessing, managing, using, improving, monitoring, maintaining, and protecting information. It is a system of decision rights and accountabilities for information-related processes, executed according to agreed-upon models which describe who can take what actions with what information, and when, under what circumstances, using what methods. This also includes:

- a. Metadata management - the end-to-end process and governance framework for creating, controlling, enhancing, attributing, defining and managing a metadata schema, model or other structured aggregation system, either independently or within a repository and the associated supporting processes (often to enable the management of content).

	Requirements	A	B
1	Identify the components of your analytics tool set that fit this category	n/a	VisionWaves Operational Intelligence cockpits are role based. Governance rules are captured and managed within the model engine; hereby end users don’t have access to sensitive data or data outside their governance scope.

<p>2</p>	<p>Identify platforms for deployment (cloud, Intel, appliance, OSs, database versions etc.) for the tools you have included in this category</p>	<p>n/a</p>	<p>Minimum Software Requirements for VisionWaves is as followed.</p> <p>Microsoft SQL Server 2008 / 2008 R2 / 2012 R2 Enterprise Edition (x64 or X86) enabling:</p> <p>Microsoft SQL Server Data Engine</p> <p>Microsoft SQL Server Analysis Services</p> <p>Microsoft SQL Server Integration Services</p> <p>Microsoft SQL Server Business Intelligence Development Studio *</p> <p>Microsoft SQL Server Management Studio *</p> <p>Microsoft .NET Framework 4.5</p> <p>Microsoft Office 2007 or higher</p> <p>Internet Explorer 7/8/9/10/11, Google Chrome, and Firefox</p> <p>As needed these can be set up in a cloud environment – Amazon Web Services.</p>
<p>3</p>	<p>Explain licensing options for the tools you have included in this category</p>	<p>n/a</p>	<p>VisionWaves licensing options include perpetual, term, and enterprise levels. In addition, VisionWaves platform supports all of the categories defined by VITA so the software prices include all capabilities.</p>
<p>4</p>	<p>Does your Solution allow for your tool sets to be deployed in order to support shared use among Commonwealth agencies? Explain how.</p>		<p>VisionWaves Operational Intelligence has a User Interface that is web based and role driven. By managing role defined access (within the business model) to portal pages and data, different end user groups (e.g. suppliers) can be</p>

			connected.
5	Do you provide training on your solution? If yes, please explain the options.		VisionWaves' Academy provides training programs to your business users and IT organizations to configure and maintain the VisionWaves Operational Intelligence product. PPC provides training on any application developed using the VisionWaves platform.
6	Do you provide installation (including configuration) services for these tool components above?		PPC and VisionWaves provides system administrators to setup and install the VisionWaves Operational Intelligence software to meet the VITA and their user requirements.
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)		PPC and VisionWaves have BI implementation engineers to support implementation of this and all categories requested by VITA.
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	From an implementation perspective, the use of the VisionWaves OIP only requires business analyst type users to configure the system and database programmers to connect and import the data into the system. Training is provided during the implementation iterations so that these users become proficient on how to configure and manage the system. From an end user business point of view, VisionWaves' solution is intuitive and only short hands on training is required. In the case of the Virginia's Transportation Department OIPI project, PPC took on the role of

		<p>the implementer with one business analysis with programming experience to configure and maintain the system, and the end users in the various transportation departments only needed a one hour hands-on training program.</p> <p>For government customers, this approach has been used several defense agencies to optimize maintenance operations and supply chain management to improve asset availability while reducing operational costs. Most recently, this was used for DOD WHS for identification of duplicate services that then can be eliminated. This is also being used to manage operational performance for Canada's Province of Ontario DMV and VDOT. This type of optimization and performance management using BI has been used in mining, oil and gas, energy, airline, and banking industries</p>
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7. Hadoop, MapReduce etc. - tools that address the analysis of collections of data sets that are so large and/or complex that it is difficult/expensive to process using traditional data management tools or approaches. This includes the ability to address, Volume, Velocity, Variety, Veracity and Value.
 - a. Unstructured data analysis – the ability to analyze/process information that either does not have a pre-defined data model or is not organized in a pre-defined manner. Unstructured information is typically text-heavy, but may contain data such as dates, numbers, and facts as well. This results in irregularities and ambiguities that make it difficult to understand using traditional computer programs as compared to data stored in fielded form in databases or annotated (semantically tagged) in documents.

	Requirements	A	B
1	Identify the components of your analytics tool set that fit this category	n/a	The Microsoft SQL platform offers capabilities to handle large amounts of data in a traditional

			<p>way. The VisionWaves OIP solution is able to incorporate these collections (millions of records) within the platform and show the aggregated results in the role based cockpits. AWS is able to integrate Hadoop within their cloud environment.</p> <p>Reference to: http://aws.amazon.com/big-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	<p>Minimum Software Requirements for VisionWaves is as followed.</p> <ul style="list-style-type: none"> • Microsoft SQL Server 2008 / 2008 R2 / 2012 R2 Enterprise Edition (x64 or X86) enabling: • Microsoft SQL Server Data Engine • Microsoft SQL Server Analysis Services • Microsoft SQL Server Integration Services • Microsoft SQL Server Business Intelligence Development Studio * • Microsoft SQL Server Management Studio * • Microsoft .NET Framework 4.5 • Microsoft Office 2007 or higher • Internet Explorer 7/8/9/10/11, Google Chrome, and Firefox <p>As needed these can be set up in a cloud environment – Amazon Web Services.</p>
3	Explain licensing options for the tools you have included in this category	n/a	VisionWaves licensing options

			include perpetual, term, and enterprise levels. In addition, VisionWaves platform supports all of the categories defined by VITA so the software prices include all capabilities.
4	Does your Solution allow for your tool sets to be deployed in order to support shared use among Commonwealth agencies? Explain how.	Y	VisionWaves Operational Intelligence can be deployed by agency, program, or individual department. For each environment we can create a separate BI data structure that can be populated with the data and business rules that are needed for that agency. If needed we can also share this information amongst Commonwealth agencies.
5	Do you provide training on your solution? If yes, please explain the options.	Y	VisionWaves' Academy provides training programs to your business users and IT organizations to configure and maintain the VisionWaves Operational Intelligence product. PPC provides training on any application developed using the VisionWaves platform.
6	Do you provide installation (including configuration) services for these tool components above?	Y	PPC and VisionWaves provides system administrators to setup and install the VisionWaves Operational Intelligence software to meet the VITA and their user requirements.
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	PPC and VisionWaves have BI implementation engineers to support implementation of this and all categories requested by VITA.
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	n/a	From an implementation perspective, the use of the VisionWaves OIP only requires

	<p>tools. If possible, use government related examples.</p>	<p>business analyst type users to configure the system and database programmers to connect and import the data into the system. Training is provided during the implementation iterations so that these users become proficient on how to configure and manage the system.</p> <p>From an end user business point of view, VisionWaves' solution is intuitive and only short hands on training is required.</p> <p>In the case of the Virginia's Transportation Department OIPI project, PPC took on the role of the implementer with one business analysis with programming experience to configure and maintain the system, and the end users in the various transportation departments only needed a one hour hands-on training program.</p>
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EXHIBIT B PRICING
CONTRACT NUMBER VA-150915-PPC
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
PROJECT PERFORMANCE COMPANY, LLC

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

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

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| 1) PPC reserves the right to discount license package prices, labor rates, and/or hosting prices when responding to request for its services to an agency or other governmental organizational unit. |
| 2) Training (end-use) on a solution implemented using the VisionWaves product will be included in the pricing of the work as part of deployment costs. |
| 3) Initial installation and setup service are included in the purchase of the software. Ongoing support to maintain or modify the initial configuration will be priced separately. |
| 4) Training will be conducted at the client site. |

LABOR	Client Site Rates		Calendar Year 2015	Calendar Year 2016	Calendar Year 2017	Calendar Year 2018	Calendar Year 2019	Calendar Year 2020
Item #	Description	Unit	Unit Price					
1	Account Manager - Client site	hr	\$185.12	\$200.89	\$206.91	\$213.12	\$219.51	\$226.10
2	Project Manager - Client site	hr	\$100.82	\$109.41	\$112.69	\$116.07	\$119.55	\$123.14
3	Master Solutions Architect - Client site	hr	\$326.00	\$338.83	\$348.99	\$359.46	\$370.25	\$381.36
4	Sr. Solution Architect - Client site	hr	\$250.77	\$260.64	\$268.46	\$276.51	\$284.81	\$293.35
5	Solution Architect - Client site	hr	\$229.87	\$238.92	\$246.09	\$253.47	\$261.07	\$268.90
6	Jr. Solutions Architect - Client site	hr	\$94.94	\$103.03	\$106.12	\$109.30	\$112.58	\$115.96
7	Sr. Requirement Analysts - Client site	hr	\$195.04	\$202.72	\$208.80	\$215.06	\$221.52	\$228.16
8	Requirements Analyst - Client site	hr	\$72.70	\$78.89	\$81.25	\$83.69	\$86.20	\$88.79
9	Jr. Requirements Analyst - Client site	hr	\$64.74	\$70.25	\$72.36	\$74.53	\$76.76	\$79.07
10	Sr. Engineer - Client site	hr	\$138.75	\$150.57	\$155.08	\$159.74	\$164.53	\$169.47
11	Engineer - Client site	hr	\$108.88	\$118.16	\$121.70	\$125.36	\$129.12	\$132.99
12	Jr. Engineer - Client site	hr	\$53.19	\$57.72	\$59.45	\$61.23	\$63.07	\$64.96
13	Sr. Tester - Client site	hr	\$99.78	\$108.28	\$111.53	\$114.88	\$118.33	\$121.88
14	Tester - Client site	hr	\$73.23	\$79.46	\$81.85	\$84.30	\$86.83	\$89.44
15	Jr. Tester - Client site	hr	\$42.78	\$46.42	\$47.82	\$49.25	\$50.73	\$52.25
16	Sr. Technical Consultants - Client site	hr	\$146.45	\$158.93	\$163.70	\$168.61	\$173.66	\$178.87
17	Jr. Technical Consultants - Client site	hr	\$81.19	\$88.10	\$90.74	\$93.47	\$96.27	\$99.16
18	Technical Consultants - Client site	hr	\$97.64	\$105.95	\$109.13	\$112.40	\$115.78	\$119.25
19	Installation Configuration Engineer - Client site	hr	\$229.87	\$238.92	\$246.09	\$253.47	\$261.07	\$268.90

LABOR	PPC Site Rates		Calendar Year 2015	Calendar Year 2016	Calendar Year 2017	Calendar Year 2018	Calendar Year 2019	Calendar Year 2020
Item #	Description	Unit	Unit Price					
20	Account Manager - PPC site	hr	\$223.82	\$242.89	\$250.17	\$257.68	\$265.41	\$273.37
21	Project Manager - PPC site	hr	\$121.90	\$132.28	\$136.25	\$140.34	\$144.55	\$148.88
22	Master Solutions Architect - PPC site	hr	\$331.92	\$366.30	\$377.29	\$388.61	\$400.27	\$412.28
23	Sr. Solution Architect - PPC site	hr	\$255.33	\$281.77	\$290.22	\$298.93	\$307.90	\$317.14
24	Solution Architect - PPC site	hr	\$234.05	\$258.29	\$266.04	\$274.02	\$282.24	\$290.71
25	Jr. Solutions Architect - PPC site	hr	\$114.79	\$124.57	\$128.31	\$132.16	\$136.12	\$140.21
26	Sr. Requirement Analysts - PPC site	hr	\$198.59	\$219.16	\$225.73	\$232.50	\$239.48	\$246.66
27	Requirements Analyst - PPC site	hr	\$87.90	\$95.38	\$98.24	\$101.19	\$104.23	\$107.35
28	Jr. Requirements Analyst - PPC site	hr	\$78.27	\$84.94	\$87.49	\$90.11	\$92.81	\$95.60
29	Sr. Engineer - PPC site	hr	\$167.76	\$182.05	\$187.51	\$193.14	\$198.93	\$204.90
30	Engineer - PPC site	hr	\$131.65	\$142.86	\$147.15	\$151.57	\$156.11	\$160.80
31	Jr. Engineer - PPC site	hr	\$64.31	\$69.78	\$71.88	\$74.03	\$76.26	\$78.54
32	Sr. Tester - PPC site	hr	\$120.65	\$130.93	\$134.85	\$138.90	\$143.07	\$147.36
33	Tester - PPC site	hr	\$88.54	\$96.08	\$98.96	\$101.93	\$104.99	\$108.14
34	Jr. Tester - PPC site	hr	\$51.72	\$56.13	\$57.81	\$59.55	\$61.33	\$63.17
35	Sr. Technical Consultants - PPC site	hr	\$177.07	\$192.16	\$197.92	\$203.86	\$209.97	\$216.27
36	Technical Consultants - PPC site	hr	\$118.05	\$128.10	\$131.95	\$135.91	\$139.98	\$144.18
37	Jr. Technical Consultants - PPC site	hr	\$98.16	\$106.52	\$109.72	\$113.01	\$116.40	\$119.89
38	Installation Configuration Engineer - PPC site	hr	\$234.05	\$258.29	\$266.04	\$274.02	\$282.24	\$290.71

Materials			Calendar Year 2015	Calendar Year 2016	Calendar Year 2017	Calendar Year 2018	Calendar Year 2019	Calendar Year 2020
Item #	Description	Unit	Unit Price					
39	Delta Software 100 Users - 1 Project Server License, 25 Full Users & 75 Light Users	pkg	\$232,059.76	\$239,021.55	\$246,192.19	\$253,577.96	\$261,185.30	\$269,020.86
40	Delta Software 100 Users - 1 Project Server License, 25 Full Users & 75 Light Users - Maintenance	pkg	\$39,450.16	\$40,633.66	\$41,852.67	\$43,108.25	\$44,401.50	\$45,733.55
41	Delta Software 200 Users - 1 Project Server License, 50 Full Users & 150 Light Users	pkg	\$241,640.33	\$248,889.54	\$256,356.23	\$264,046.91	\$271,968.32	\$280,127.37
42	Delta Software 200 Users - 1 Project Server License, 50 Full Users & 150 Light Users - Maintenance	pkg	\$41,078.86	\$42,311.22	\$43,580.56	\$44,887.98	\$46,234.61	\$47,621.65
43	Delta Software - 500 Users - 1 Project Server License, 125 Full Users & 375 Light Users	pkg	\$358,415.67	\$369,168.14	\$380,243.19	\$391,650.48	\$403,400.00	\$415,501.99
44	Delta Software - 500 Users - 1 Project Server License, 125 Full Users & 375 Light Users - Maintenance	pkg	\$60,930.66	\$62,758.58	\$64,641.34	\$66,580.58	\$68,578.00	\$70,635.34
45	Delta Software - 1000 Users - 1 Project Server License, 250 Full Users & 750 Light Users		\$560,284.19	\$577,092.72	\$594,405.50	\$612,237.66	\$630,604.79	\$649,522.94
46	Delta Software - 1000 Users - 1 Project Server License, 250 Full Users & 750 Light Users - Maintenance	pkg	\$95,248.31	\$98,105.76	\$101,048.93	\$104,080.40	\$107,202.81	\$110,418.90
47	Delta Software - 2000 Users - 1 Project Server License, 500 Full Users & 1500 Light Users	pkg	\$937,129.35	\$965,243.23	\$994,200.53	\$1,024,026.55	\$1,054,747.34	\$1,086,389.76
48	Delta Software - 2000 Users - 1 Project Server License, 500 Full Users & 1500 Light Users - Maintenance	pkg	\$159,311.99	\$164,091.35	\$169,014.09	\$174,084.51	\$179,307.05	\$184,686.26
49	Delta Software - Enterprise License and 3000 Full Users	pkg	\$1,619,951.03	\$1,668,549.56	\$1,718,606.05	\$1,770,164.23	\$1,823,269.16	\$1,877,967.23
50	Delta Software - Enterprise License and 3000 Full Users - Maintenance	pkg	\$275,391.68	\$283,653.43	\$292,163.03	\$300,927.92	\$309,955.76	\$319,254.43

AWS Hosting			Calendar Year 2015	Calendar Year 2016	Calendar Year 2017	Calendar Year 2018	Calendar Year 2019	Calendar Year 2020
Item #	Description	Unit	Unit Price					
51	Under 100 Configuration - All in One	pkg	\$22,639.98	\$22,979.58	\$23,324.27	\$23,674.13	\$24,029.25	\$24,389.68
52	Over 100 Configuration - All in One	pkg	\$35,936.82	\$36,475.87	\$37,023.01	\$37,578.36	\$38,142.03	\$38,714.16
53	Under 100 Configuration - App/DB Separate	pkg	\$34,125.62	\$34,637.51	\$35,157.07	\$35,684.43	\$36,219.69	\$36,762.99
54	Over 100 Configuration - App/DB Separate	pkg	\$48,416.42	\$49,142.66	\$49,879.80	\$50,628.00	\$51,387.42	\$52,158.23
55	Under 100 Configuration - App/Service/DB Separate	pkg	\$44,175.56	\$44,838.20	\$45,510.77	\$46,193.43	\$46,886.33	\$47,589.63
56	Over 100 Configuration - App/Service/DB Separate	pkg	\$57,914.16	\$58,782.88	\$59,664.62	\$60,559.59	\$61,467.98	\$62,390.00
Training			Calendar Year 2015	Calendar Year 2016	Calendar Year 2017	Calendar Year 2018	Calendar Year 2019	Calendar Year 2020
Item #	Description	Unit	Unit Price					
57	Basic Modeling Training	stdnt/class	\$11,949.29	\$12,128.53	\$12,310.45	\$12,495.11	\$12,682.54	\$12,872.78
58	Meta Training	stdnt/class	\$11,949.29	\$12,128.53	\$12,310.45	\$12,495.11	\$12,682.54	\$12,872.78
59	Execution Engine Training	stdnt/class	\$11,949.29	\$12,128.53	\$12,310.45	\$12,495.11	\$12,682.54	\$12,872.78
60	BI Training	stdnt/class	\$9,559.43	\$9,702.82	\$9,848.36	\$9,996.09	\$10,146.03	\$10,298.22
SAAS Software/Hosting			Calendar Year 2015	Calendar Year 2016	Calendar Year 2017	Calendar Year 2018	Calendar Year 2019	Calendar Year 2020
Item #	Description	Unit	Unit Price					
57	Delta Software - SaaS- 0 - 100 Users	yr	\$375,492.29	\$386,094.42	\$397,004.68	\$408,232.16	\$419,786.22	\$431,676.52
58	Delta Software - SaaS 101 - 200 Users	yr	\$654,284.27	\$673,044.08	\$692,353.66	\$712,229.30	\$732,687.79	\$753,746.40
59	Delta Software - SaaS 201- 500 Users	yr	\$1,466,010.24	\$1,509,121.83	\$1,553,513.75	\$1,599,224.19	\$1,646,292.52	\$1,694,759.28
60	Delta Software - SaaS 501 - 1000 Users	yr	\$1,162,303.24	\$1,196,303.63	\$1,231,310.99	\$1,267,355.35	\$1,304,467.62	\$1,342,679.63



EXHIBIT C ESCROW
CONTRACT NUMBER VA-150915-PPC
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
PROJECT PERFORMANCE COMPANY, LLC

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

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

SEP 21 15
9:14A

**ENTRUST B-NS
BENEFICIARY ENROLLMENT FORM
INNOVASAFE ACCOUNT # 2478**

Pursuant to this Software Escrow Agreement, Depositor hereby enrolls the following party as a Beneficiary.

BENEFICIARY INFORMATION:

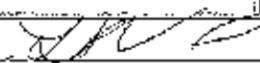
* This contact person will receive the Beneficiary enrollment notification.

Company: Virginia Information Technologies Agency ("VITA")	Contact: Mike Novak
Title: Supply Chain Management Division	Email: michael.novak@vita.virginia.gov
St. Address: Commonwealth of VA - VITA Supply Chain Management Division 14551 Meadowville Lane	City/State: Chester, VA
Postal Code: 23836	Country: USA
Tel #: 804-416-6168	Fax #: n/a

PLEASE LIST WHICH SOFTWARE PACKAGE(S) THIS BENEFICIARY IS ENTITLED TO USE:
 OPERATIONAL INTELLIGENCE

DEPOSITOR INFORMATION:

Company: IFS North America, Inc.	Contact: Larry Notness
Title: IFS Finance	Email: Larry.Notness@ifsa.com
St. Address: 300 North Executive Dr., Suite 200	City/State: Brookfield, WI
Postal Code: 53005	Country: USA
Tel #: 262-317-7443	Fax #: 262-317-7401

Signature (Required): 
 Date: 9/21/15

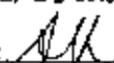
Party responsible for annual Beneficiary fee or other fees (see Exhibit 'C' Fee Schedule).	Beneficiary (Amount)	Depositor (Amount)
	NA	100%

Invoicing Contact (Required):

Company: IFS North America, Inc.	Contact: Larry Notness
Title: IFS Finance	Email: Larry.Notness@ifsa.com
St. Address: 300 North Executive Dr., Suite 200	City/State: Brookfield, WI
Postal Code: 53005	Country: USA
Tel #: 262-317-7443	Fax #: 262-317-7401
Invoice Order: NA	

Please return this form, completed and signed to:

INNOVASAFE, INC.
 PO BOX 800256
 VALLENTIA, CA 91380-0256 USA

**Received
 InnovaSafe, Inc
 SEP 21 2015
 BY: **

**EXHIBIT A
DESCRIPTION OF DEPOSIT
INNOVASAFE APPLICATION 2478**



THIS FORM MUST ACCOMPANY EACH DEPOSIT TO INNOVASAFE. PLEASE SEND ALL DEPOSITS TO THE INNOVASAFE CORPORATE OFFICES.

The Ex. A can be completed online at: <https://www.innovasafe.com/exhibita.htm>.

DEPOSITOR CONTACT INFORMATION:

Company: IIS North America, Inc	Contact: Amy Eger
Title: Technical Solution Architect	Email: amy.eger@iisworld.com
St. Address: 750 S. Graym00 Road, Suite 200	City/State: Tucson, AZ
Postal Code: 85711	Country: USA
Tel#: 520-396-2115	Fax #: 520-396-2011

**Exhibit A
Deposit
Details**

Media Type (CD, DVD, DAI, etc.):	DVD	Indicate hardware used to create deposit:	Lenovo Thinkpad T420s
Number of Media:	1	Indicate operating systems used:	Windows 7
Copies (1 or 2):	1	Indicate backup command/software used:	Corel data base Software
Product Name:	IIS Applications	Indicate software compression used:	not compressed
Product Version:	IIS Applications Enterprise Operational Intelligence 8.0	Indicate whether encryption/password protection was used:	No
Documentation Supplied:	IIS Attachment1 Listing of IIS Application Modules by version	What computer language was the source written:	Net
		Approximate size of the data on the media: (MB/GB)	ata 1.5 GB

TYPE OF DEPOSIT (REQUIRED): *Please Check Only One Box

Initial Deposit Update Deposit

**RECEIVED
InnovaSafe, Inc.**

SEP 24 2015

CORPORATE OFFICES
2870 Concession Road, Valencia, CA 91355 USA
Phone: 800-750-3589 Fax: 661-295-5315

BY:



**EXHIBIT D SOW TEMPLATE
CONTRACT NUMBER VA-150915-PPC
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
PROJECT PERFORMANCE COMPANY, LLC**

Exhibit D is hereby incorporated into and made an integral part of Contract Number VA-150915-PPC (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and Project Performance Company, 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 PROJECT PERFORMANCE COMPANY, LLC**

ISSUED UNDER

**CONTRACT NUMBER VA-150915-PPC
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
PROJECT PERFORMANCE COMPANY, LLC**

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

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

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

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

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

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

STATEMENT OF WORK

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

1. PERIOD OF PERFORMANCE

The work authorized in this SOW will occur within **XX (XX) months** of execution of this Statement of Work. This includes **delivery, installation, implementation, integration, testing and acceptance all of products and services** necessary to implement the Authorized User's **Solution, training, and any support, other than on-going maintenance services**. The period of performance for **maintenance services shall be one (1) year after implementation or end of Warranty Period and may be extended for additional one (1) year periods**, pursuant to and unless otherwise specified in the Contract. *(Customize this section to match what you are getting from the Supplier, based on the allowable scope of the VITA Contract and your project's specific needs within that allowable scope.)*

2. PLACE OF PERFORMANCE

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

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

3. PROJECT DEFINITIONS

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

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

4. PROJECT SCOPE

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

A. General Description of the Project Scope

B. Project Boundaries

5. AUTHORIZED USER'S SPECIFIC REQUIREMENTS

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

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

6. CURRENT SITUATION

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

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

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

A. Required Products (or Solution Components)

(List the products, or if your project is for a Solution, the Solution components, (hardware, software, etc.) provided by Supplier that will be used to support your project requirements. Identify any special configuration requirements, and describe the system infrastructure to be provided by the Authorized User. Provide an overview that reflects how the system will be deployed within the Authorized User's environment. You are urged to refer to the VITA Contract for allowable scope and other guidance in drafting language for this section.)

B. Required Services

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

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

(Provide an overview and details of training services to be provided for your project and any special requirements for specific knowledge transfer to support successful implementation of the Solution. If the intent is for the Authorized User to become self-sufficient in operating or maintaining the Solution, determine the type of training necessary, and develop a training plan, for such user self-sufficiency. Describe how the Supplier will complete knowledge transfer in the event this Statement of Work is not completed due to actions of Supplier or the non-appropriation of funds for completion affecting the Authorized User. You may refer to the VITA Contract for guidance on the allowable scope for this.

D. Support and Maintenance Requirements

(Document the level of support, as available under the Contract, required by your project to operate and maintain the Solution. This may include conversion support, legacy system integration, transition

assistance, Solution maintenance (including maintenance level), or other specialized consulting to facilitate delivery or use of the Solution.

E. Personnel Requirements

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

F. Transition Phase-In/Phase-Out Requirements

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

8. TOTAL PROJECT PRICE

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

Supplier's invoices shall show retainage of [redacted]. Following completion of Solution implementation, Supplier shall submit a final invoice to the Authorized User, for the final milestone payment amount shown in the table in section 9 below, plus the total amount retained by the Authorized User. If travel expenses are not included in the fixed price of the Solution, such expenses shall be reimbursed in accordance with Commonwealth of Virginia travel policies as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov>). In order to be reimbursed for travel expenses, Supplier must submit an estimate of such expenses to Authorized User for approval prior to incurring such expenses.

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

9. PROJECT DELIVERABLES

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

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

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

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

10. MILESTONES, DELIVERABLES, PAYMENT SCHEDULE, AND HOLDBACKS

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

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

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

11. EVENTS AND TASKS FOR EACH MILESTONE

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

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

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

12. ACCEPTANCE CRITERIA

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

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

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

13. PROJECT ASSUMPTIONS AND PROJECT ROLES AND RESPONSIBILITIES

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

A. Project Assumptions

The following assumptions are specific to this project:

B. Project Roles and Responsibilities

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

(Sample Responsibility Matrix)

Responsibility Matrix	Supplier	Authorized User
Infrastructure – Preparing the system infrastructure that meets the		√

recommended configuration defined in Section 2B herein		
Server Hardware		√
Server Operating		√
Server Network Connectivity		√
Relational Database Management Software (Installation and Implementation)		√
Server Modules – Installation and Implementation	√	
PC Workstations – Hardware, Operating System, Network Connectivity		√
PC Workstations – Client Software		√
Application Installation on PC Workstations	√	
Wireless Network Access Points	√	
Cabling, Electric and User Network Connectivity from Access Points		√
Wireless Mobile Computing Products – Scanners, printers	√	
Project Planning and Management	√	√
Requirements Analysis	√	√
Application Design and Implementation	√	
Product Installation, Implementation and Testing	√	
Conversion Support	√	
Conversion Support -- Subject Matter Expertise		√
Documentation	√	
Training	√	
Product Maintenance and Support	√	
Problem Tracking	√	√
Troubleshooting – IT Infrastructure		√
Troubleshooting – Solution	√	

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

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

A. PROVIDED BY THE COMMONWEALTH

B. PROVIDED BY THE SUPPLIER

15. SECURITY REQUIREMENTS

(Provide (or reference as an Attachment) Authorized User’s security requirements.)

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

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

16. REQUIRED STANDARDS, CERTIFICATIONS AND SPECIFICATIONS

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

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

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

17. U.S. ENVIRONMENTAL PROTECTION AGENCY'S AND DEPARTMENT OF ENERGY'S ENERGY STAR GUIDELINES RISK MANAGEMENT

(Risk is a function of the probability of an event occurring and the impact of the negative effects if it does occur. Negative effects include schedule delay, increased costs, failure of dependent legacy system interoperability, other project dependencies that don't align with this project's schedule, and poor quality of deliverables. Depending on the level of risk of this project, as assessed by your Project Manager and/or Steering Committee, this section may contain any or all of the following components, at a level of detail commensurate with the level of risk. Remember to add them to the Deliverables table.)

C. Initial Risk Assessment

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

D. Risk Management Strategy

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

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

E. Risk Management Plan

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

18. DISASTER RECOVERY

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

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

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

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

19. PERFORMANCE BOND

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

[Redacted]

20. OTHER TECHNICAL/FUNCTIONAL REQUIREMENTS

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

F. [Redacted]

G. [Redacted]

H. [Redacted]

I. [Redacted]

21. REPORTING

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

A. Weekly/Bi-weekly Status Update.

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

B. Supplier Performance Self-Assessment.

Within thirty (30) days of execution of the project start, the Supplier and the Authorized User will agree on Supplier performance self-assessment criteria. Supplier shall prepare a monthly self-assessment to report on such criteria. Supplier shall submit its self-assessment to the Authorized User who will have five (5) days to respond to Supplier with any comments. If the Authorized User agrees with Supplier's self-assessment, such Authorized User will sign the self-assessment and submit a copy to the VITA Supplier Relationship Manager.

C. Performance Auditing

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

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

D. Supplier Performance Assessments

(You may want to develop assessments of the Supplier's performance and disseminate such assessments to other Authorized Users of the VITA Contract. Prior to dissemination of such assessments, Supplier will have an opportunity to respond to the assessments, and independent verification of the assessment may be utilized in the case of disagreement.)

22. CHANGE MANAGEMENT

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

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

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

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

23. POINT OF CONTACT

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

Authorized User: _____

Supplier: _____

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

Supplier:

Authorized User:

(Name of Supplier)

(Name of Agency/Institution)

By: _____

By: _____

(Signature)

(Signature)

Name: _____

Name: _____

(Print)

(Print)

Title: _____

Title: _____

Date: _____

Date: _____



**EXHIBIT E CHANGE ORDER TEMPLATE
CONTRACT NUMBER VA-150915-PPC
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
PROJECT PERFORMANCE COMPANY, LLC**

Exhibit E is hereby incorporated into and made an integral part of Contract Number VA-150915-PPC (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and Project Performance Company, 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 Project Performance Company, LLC (“Supplier”), which was issued under Contract Number VA-150915-PPC (“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: _____

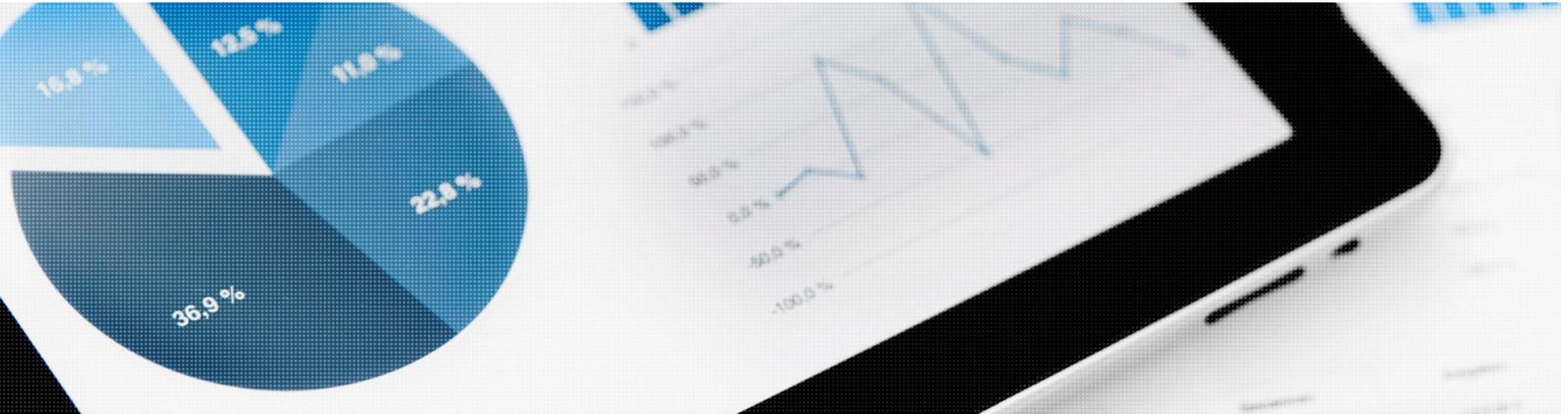
(Print)

Title: _____

Date: _____



**EXHIBIT F END USER LICENSE AGREEMENT
CONTRACT NUMBER VA-150915-PPC
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
PROJECT PERFORMANCE COMPANY, LLC**



SOFTWARE LICENSE AGREEMENT

AGREEMENT NO. <fill out>

THIS SOFTWARE LICENSE AGREEMENT (this “**Agreement**”) dated this <insert date> (“**Effective Date**”) is entered into by and between IFS North America, Inc. (“**IFS**”), having an office at **300 Park Blvd., Suite 555, Itasca, Illinois 60143**, and <insert client name> (“**Customer**”), having an office at <insert address> (“**Address**”). IFS and Customer may be hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”. This Agreement includes any order or SOW specifying the Products and user levels Customer purchases.

IN WITNESS WHEREOF, this Agreement has been signed by the duly authorized representatives of the Parties.

CUSTOMER

IFS North America, Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PART A. GENERAL TERMS

I. Definitions and Interpretation

I.1. “Confidential Information” means all confidential and proprietary information belonging to a Party, its affiliates and third parties with which they do business that is disclosed by one Party (the “Disclosing Party”) to the other Party (the “Receiving Party”). Confidential Information shall include any information disclosed in oral, written, visual or electronic form that is identified at the time of disclosure as confidential or confirmed as confidential within thirty (30) days of disclosure, as well as any information that, due to the circumstances under which it is disclosed, a reasonable person would infer as confidential. Each Party’s Confidential Information shall include, without limitation, its formulae, methods, know-how, processes, designs, research and development, data, work product performance test data, marketing requirements, business and marketing plans, customer names, prospective customer names, terms and pricing of this Agreement, work in progress, financial affairs, personnel matters, present or future products and documentation, suppliers, clients, investors or business partners. IFS’ Confidential Information expressly includes the Products and Documentation. Confidential Information does not include information that: (i) enters the public domain through no fault of the Receiving Party; (ii) is communicated by a third party to the Receiving Party free of any obligation of confidence; (iii) has been independently developed by the Receiving Party without reference to any Confidential Information of the Disclosing Party; (iv) was in the Receiving Party’s lawful possession prior to disclosure and had not been obtained either directly or indirectly from the Disclosing Party, or (v) is required to be disclosed by law, provided the Receiving Party has promptly notified the Disclosing Party in writing of such requirement and allowed the Disclosing Party a reasonable time to oppose such requirement.

I.2. “Documentation” means: (i) IFS’ then current guides and manuals, published and on-line, made generally available for the Products, and (ii) updates thereto.

I.3. “IP Claim” means a claim that the Products directly infringe any patent, copyright, or trademark or misappropriate any trade secret.

I.4. “Named User” means the named or specified (by password or other user identification) individuals who are employees of Customer or serve as an authorized agent or independent contractor of Customer and who are formally assigned by Customer to use the Products specified on an order or SOW within the scope of their employment or engagement. Customer may replace authorized individuals as necessary to reflect personnel changes provided that the maximum number of individuals authorized to use the Products does not exceed the maximum number of Named Users specified in the order or SOW.

I.5. “Products” means: (i) the version of the VisionWaves software in object code form described in an order or SOW issued pursuant to this Agreement, and (ii) any Updates to the Products.

I.6. Update(s) means subsequent releases of the Products that IFS makes generally available to its customers who are current on their Maintenance and Support Services fees, and that contain i.e. (i) enhancements, and/or improved performance; (ii) error fixes; and (iii) new (major) version releases, regardless of the version name or number; provided, however, that Updates shall not include new or separate products which IFS offers only for an additional fee to its customers generally, including those customers purchasing Maintenance and Support Services.

I.7. Headings. The headings in this Agreement do not affect its interpretation. Except where the context otherwise requires, references to Sections are Sections of this Agreement.

I.8. Interpretation. Unless the context otherwise so requires references to: (i) IFS and Customer include their permitted assigns, and (ii) the singular include the plural.

2. Software License

2.1. License grant. During the term of this Agreement and subject to the terms and conditions contained herein, IFS grants Customer, a non-exclusive, non-transferrable license: (i) to use the Products specified in an

order or SOW solely for its own internal business operations in a manner consistent with the use limitations specified or referenced in this Agreement, the relevant order or SOW and the Documentation (ii) to use the Documentation solely for supporting Customer's authorized use of the Products; (iii) to use the Products that are designer tools (i.e. the VisionWaves Delta Designer) solely in accordance with the Documentation to create materials that may be used solely by Customer in conjunction with the Products; and (iv) to make a reasonable number of copies of the Products and Documentation solely for archival, emergency back-up or disaster recovery purposes; provided, however that such copies shall remain the property of IFS and Customer shall ensure that all such copies bear IFS' proprietary notices. Customer shall maintain an up to date written record of the number of copies of the Products and their location and, upon request, shall produce such record to IFS.

2.2. Beta Testing. As an accommodation to Customer, IFS may supply Customer with pre-production releases of its software products for beta testing. If IFS agrees to permit such testing, Customer's right to use such products shall be: (i) subject to the terms of this Agreement; (ii) solely for the purpose of testing, and (iii) on an "AS IS" basis, without warranties of any kind and without Maintenance and Support Services.

2.3. License Restrictions. Customer shall not: (i) use, copy, maintain, distribute, sell, sublicense, rent, make corrections to or modify the Products except as specifically provided for in this Agreement; (ii) reverse assemble, reverse compile or otherwise translate the Products, provided, however, that if required under applicable law, and at Customer's request, IFS shall provide the information necessary for Customer to achieve interoperability between the Products and other compatible software for a nominal charge, or (iii) use or sublicense the Products for the benefit of a third party or in a service bureau, commercial time-sharing, rental or outsourcing context except where previously agreed in writing by IFS.

2.4. Retention of Rights. IFS, or its suppliers or licensors where applicable, retains all right, title and interest in and to the Products and the Documentation, and all of IFS', or its suppliers' or licensors' patents, trademarks (registered or unregistered), trade names, copyrights, trade secrets and Confidential Information. Customer does not acquire any right, title or interest in or to the Products or Documentation except as expressly set forth herein. In the event that Customer makes suggestions to IFS regarding new features, functionality or performance that IFS adopts for the Products, such new features, functionality or performance shall be deemed to be automatically assigned under this Agreement to, and shall become the sole and exclusive property of, IFS, free from any restriction imposed upon IFS by the provisions of Section 11.2.

3. This section is intentionally left open.

4. Delivery and Acceptance.

4.1. Customer shall elect whether the Products and Documentation shall be delivered in fixed media form or downloaded from IFS' website. Acceptance of the Products shall be deemed to occur on signature at the time of delivery.

5. This section is intentionally left open.

6. This section is intentionally left open.

7. Warranties and Remedies

i).

7.1. Intellectual Property Infringement. If a third party makes an IP Claim against Customer, subject to the limitations contained in Section 8 hereof, IFS will: (i) indemnify and defend Customer against the IP Claim at IFS' cost and expense; and (ii) pay all costs, damages and expenses (including reasonable legal fees) finally awarded against Customer by a court of competent jurisdiction or agreed to in a written settlement agreement signed by IFS arising out of such IP Claim; provided, however, that Customer: (a) notifies IFS in writing within ten (10) days following Customer's notification of a potential IP Claim; (b) permits IFS to assume sole conduct of the defense of such claim and all related settlement negotiations; and (c) provides IFS, at IFS' request and expense, with such assistance as IFS shall reasonably require in respect of the conduct of said defense or settlement. Notwithstanding the above, IFS shall have no liability to Customer in respect of an IP Claim if the same results from: (i) Customer's

use of a superseded or altered release of the Products if the infringement would have been avoided by use of the current unaltered release of the Products; (ii) any alteration, modification or adjustment to the Products by any person other than IFS without the prior written consent of IFS; (iii) use of the Products other than in accordance with the Documentation and this Agreement; or (iv) use of the Products in combination with other software or hardware not provided by IFS. If the Products are held to infringe or are believed by IFS to infringe, IFS shall have the option, at its expense, to: (a) obtain the right for Customer to continue using the Products; or (b) replace or modify the Products so that they become non-infringing while providing equivalent functionality. If such options are not commercially reasonable, IFS may terminate the license for the affected portion of the Products and refund the license fees received for the affected portion of the Products depreciated at the rate of twenty-five percent (25%) for each year of possession of the Products by Customer. THE FOREGOING STATES IFS' ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

7.2. Limited Warranties and Disclaimers

7.2.1. Products and Media Warranty. IFS warrants for a period of thirty (30) days following delivery of the Products that: (i) each Product will perform in all material respects the functions described in the Documentation when operated in accordance with the Documentation in a hardware and/or software operating environment that is supported by IFS; and (ii) if Customer requests fixed media delivery, the media upon which IFS delivers the Products to Customer will be free of defects in materials and workmanship under normal use.

7.2.2. Anti-Virus and Disabling Code Warranty. IFS warrants that: (i) it shall use reasonable technical means to detect computer viruses in the Products; and (ii) at the time of delivery, the Products do not contain any virus or software code or device designed to disable, damage, impair, erase, deactivate or electronically repossess the Products. Customer acknowledges that IFS has incorporated software into the Products, which is designed to assist both Parties in monitoring Customer's compliance with the license terms herein.

7.2.3. Disclaimers. IFS does not warrant that: (i) the Products will meet Customer's requirements; (ii) the Products will operate in the combinations with other hardware or software, except as expressly specified in the Documentation; or (iii) operation of the Products will be uninterrupted or error free. THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS OR TERMS, WHETHER EXPRESS OR IMPLIED BY STATUTE, TRADE USAGE OR COURSE OF DEALING OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.3. Exclusive Remedies. Customer must report any alleged breach of the warranties contained in this Section 7 to IFS in writing during the applicable warranty period. Customer's exclusive remedy and IFS sole liability with regard to a breach of warranty shall be as follows: (i) **for Products:** to use its commercially reasonable efforts cause the Products to operate as warranted; provided, however, if IFS is unable to make the Product operate as warranted within a reasonable time considering the severity of the error and its impact on Customer, Customer shall be entitled to return the Products, and recover the license fees paid; (ii) **for Media:** replacement of the defective media; and (iii) **for Viruses and Disabling Code:** immediate replacement of all copies of the affected Products in the possession of Customer with copies that do not contain such virus or disabling code.

8. Limitation of Liability.

ii).

8.1. Except for: (i) any breach of its obligations to comply with Section 11.2 (Confidentiality) or (ii) death or personal injury caused by its negligence, IFS' aggregate and cumulative liability for damages shall in no event exceed the lesser of: (a) the amount of fees paid by Customer under this Agreement and, if such damages relate to particular Products or related services, such liability shall be limited to fees paid for such Products or services; or (b) five hundred thousand US dollars (\$500,000) (or local currency equivalent). Except for: (i) any breach of its obligations to comply with Sections 2 (Software License), 6 (Payment) and 11.2 (Confidentiality); or (ii) death or personal injury caused by its negligence, Customer's aggregate and cumulative liability for damages shall in no event exceed the lesser of: (i) the amount of fees paid by Customer under this Agreement; or (ii) five hundred thousand US dollars (\$500,000) (or local currency equivalent). EXCEPT FOR ANY BREACH OF SECTIONS 2 (SOFTWARE LICENSE), 6 (PAYMENT) AND 11.2 (CONFIDENTIALITY), IN NO EVENT SHALL EITHER PARTY OR ITS

AFFILIATES BE LIABLE FOR ANY COVER DAMAGES, LOSS OF PROFITS, DATA OR USE OR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED, HOWSOEVER ARISING, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

9. Termination

9.1. Term. This Agreement is effective as of the Effective Date and shall continue until terminated pursuant to this Section 9.

9.2. Termination by Customer for Convenience. Customer may terminate this Agreement at any time upon written notice to IFS. No refund is provided to Customer for termination for convenience.

9.3. Termination by Either Party for Material Breach or Insolvency. Either Party may terminate this Agreement by providing written notice in case of: (i) a material breach of this Agreement by the other Party; or (ii) the initiation of voluntary or involuntary insolvency or bankruptcy proceedings by the other Party. Such termination shall be effective thirty (30) days following such written notice if, on such date, the breach remains uncured or such proceedings fail to be dismissed.

9.4. Effect of Termination. If this Agreement is terminated, Customer shall: (i) immediately cease using the applicable Products, Documentation, and related Confidential Information of IFS; and (ii) certify to IFS within ten (10) days following the effective date of such termination that Customer has destroyed or has returned said materials and all copies thereof. Upon termination of this Agreement, each Party shall certify to the other Party within ten (10) days following the effective date of such termination that it has destroyed or returned all Confidential Information of the other Party. Termination of this Agreement shall not limit either Party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Customer of its obligation to pay all fees that have accrued prior to the effective date of such termination or are otherwise owed under any Part D Form.

9.5. Survival Clause. The Parties' rights and obligations under Sections 2.3, 2.4, 7.1, 8, 9 and 11 shall survive termination of this Agreement.

10. Verification and Audit.

10.1. Verification. At IFS' written request, but not more frequently than annually, Customer shall furnish IFS with a document signed by Customer's authorized representative verifying that the Products are being used pursuant to the terms of this Agreement and the applicable order or SOW. In the event that Customer is not in compliance with the terms of this Agreement or the applicable order or SOW, Customer shall promptly report any discrepancies in the verification document. Customer agrees to implement reasonable security controls to ensure compliance with the intended use of the Products authorized by this Agreement.

10.2. Non-Compliance. If the verification process reveals that Customer has underpaid fees to IFS as a result of unauthorized use of the Products, Customer shall pay to IFS such underpaid fees based on the then-current list price for such Products calculated from the initial date of the unauthorized use, plus all reasonable costs incurred by IFS in relation to such verification.

11. General Provisions

iii).

11.1. Assignment. Customer may not assign or transfer this Agreement or any of its rights or obligations hereunder, in whole or in part, including by operation of law or otherwise, except with IFS' prior written consent. IFS may assign this Agreement or any of its rights or obligations hereunder, in whole or in part, without Customer's consent to: (i) its affiliate(s); or (ii) to a successor in interest in the event of a change of control either through a merger or sale of assets. In addition, IFS may delegate or subcontract its obligations under this Agreement to a third party, without Customer's consent, provided that such delegation or subcontract does not

constitute substantially all of IFS' obligations under this Agreement and provided that IFS shall be responsible for the compliance of its third party subcontractors with the terms of this Agreement. Except as expressly permitted by this Section, IFS shall not assign, delegate or subcontract its performance under this Agreement except with Customer's prior written consent. Neither Party shall unreasonably withhold or delay its consent pursuant to this Section. Any attempted assignment in violation of this Section without the other Party's consent shall be void and of no effect and shall be considered a material breach of this Agreement.

11.2. Confidentiality.

11.2.1. Prior Agreements. If the Parties have previously signed any agreements governing the disclosure of Confidential Information, those prior agreements shall remain in full force and effect to the extent they apply prior to the Effective Date of this Agreement or relate to subject matter not covered by this Agreement

11.2.2. Confidentiality Obligations. The Parties agree to hold each other's Confidential Information in confidence. Each Party will protect the other's Confidential Information from unauthorized distribution and use with the same degree of care that each Party uses to protect its own like information, but in no event less than a reasonable degree of care. Neither Party will make the other Party's Confidential Information available in any form to third parties nor use the other Party's Confidential Information except as authorized by this Agreement. The Receiving Party shall not circulate Confidential Information within its own organization or that of its Affiliates except to those employees or consultants who need to know such information in connection with the business relationship between the Parties.

11.3. Publicity. During the term of this Agreement, Customer grants IFS the right to: (i) use Customer's logo and name to identify Customer as a customer of IFS on its web site and other marketing materials; and (ii) issue a press release announcing Customer's relationship with IFS.

11.4. Counterparts and Exchanges by Electronic Means. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which will be considered an original, but all of which, taken together, will constitute one (1) and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic means shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

11.5. Entire Agreement. This Agreement supersedes all prior or contemporaneous agreements or representations, whether written or oral, concerning the subject matter hereof. No addition to, or modification of, any provision of this Agreement shall be binding upon the Parties unless expressly stated to amend the terms hereof and signed by a duly authorized representative of each Party. Nothing contained in any Customer purchase order, purchase order acknowledgement or invoice shall in any way modify or add to the terms and conditions of this Agreement.

11.6. Force Majeure. Neither Party shall incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquake, fire and explosions, but the inability to meet financial obligations is expressly excluded from this Section 11.6.

11.7. Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth.

11.8. Notices. Any notices required to be given under this Agreement shall be effective only if they are in writing and sent by e-mail, post or courier to the addresses set forth on the cover page to this Agreement or by means of electronic communication for the attention of the signatories of this Agreement and shall be deemed given upon: (i) if by certified or overnight mail with signature requested, on the date received; (ii) the date delivered by courier; or (iii) the date sent by confirmed electronic communication.

11.9. Relationship between the Parties. IFS is an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the Parties.

11.10. Severability. If any provision of this Agreement is invalid or unenforceable, that provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, and the other provisions of this Agreement shall remain in full force and effect. Any term which refers to a legal concept or process which exists in one jurisdiction shall be deemed to include a reference to the equivalent or analogous concept or process in any other jurisdiction in which this Agreement may apply or to the laws of which a Party may be or become subject.

11.11. Successors. All terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective successors and assigns of IFS and Customer.

11.12. Waiver. No term of this Agreement shall be deemed waived and no breach or default excused unless such waiver or excuse shall be in writing and signed by the Party issuing the same.
iv).

LICENSE AGREEMENT ADDENDUM

The Virginia Information Technologies Agency (hereinafter referred to as "VITA"), pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia, and **IFS North America, Inc.** ("IFS"), ("Supplier"), a business incorporated in Wisconsin, F.E.I.N. 39-1292200, having its principal place of business at **300 Park Blvd., Suite 555, Itasca, Illinois 60143**, are this day entering into a contract and, for their mutual convenience, the parties are using the standard form contract ("Part A Software License and Support and Part C Maintenance and Support") provided by Supplier. This addendum, duly executed by the parties, is attached to and hereby made a part of Supplier's standard form contract and together shall govern the use of any and all VisionWaves Software licensed by the Commonwealth under this agreement whether or not specifically referenced in the order document.

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

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

If Authorized User is 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 granted by Supplier 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, such license shall be held by that public body. If Authorized User is a private institution of higher education listed at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>, the license shall be held by that private institution.

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

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

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

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

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

The parties further agree as follows:

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

employee or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Software, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to VITA or the Authorized User against whom the claim has been asserted.

- 41. Any Authorized User may rely on independent contractors, acting on behalf of such Authorized User, to perform functions requiring the use of and access to the Supplier's Software. Nothing in the Supplier's standard form contract shall limit such third parties' from using or accessing the Software in order to perform such functions. If any invention, work of authorship, or confidential information is developed exclusively by an employee, consultant, contractor, or subcontractor of an Authorized User during the performance of Services by Supplier, Supplier shall have no ownership claim to such invention, work of authorship, or confidential information.
- 42. Any travel expenses incurred by Supplier in the course of performing the services must be pre-approved by the appropriate Authorized User and shall be reimbursed at the then-current per diem rates published by the Virginia Department of Accounts.
- 43. An Authorized User may require that Supplier personnel submit to a criminal background check prior to performance of any services under this contract.

This contract, consisting of this VITA addendum and the Supplier's standard form contract, constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

This contract has been reviewed by staff of VITA. Its substantive terms are appropriate to the needs of VITA.

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

VITA

IFS North America, Inc.

By: Nelson P. Moe
(Signature)

By: Cindy Jaudon
(Signature)

Name: Nelson P. Moe
(Print)

Name: Cindy Jaudon
(Print)

Title: CIO

Title: President & CEO

Date: 11-19-2015

Date: October 5, 2015



EXHIBIT G LOBBYING CERTIFICATION
CONTRACT NUMBER VA-150915-PPC
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
PROJECT PERFORMANCE COMPANY, LLC

Exhibit G is hereby incorporated into and made an integral part of Contract Number VA-150915-PPC ("Contract") between the Virginia Information Technologies Agency ("VITA" or "Commonwealth" or "State") and Project Performance Company, 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 black ink is written over a horizontal line. The signature is cursive and appears to be the name of the undersigned party.

Printed Name: KEITH L. DILL

Organization: PROTECT PERFORMANCE COMPANY, LLC

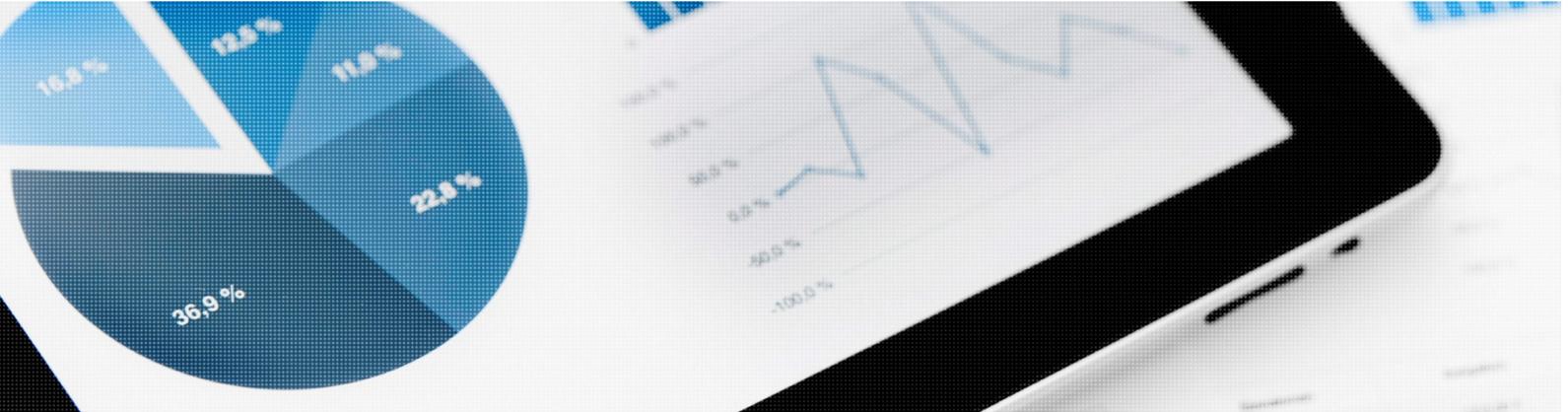
Date: OCT 5, 2015



**EXHIBIT H MAINTENANCE AND SUPPORT POLICY
CONTRACT NUMBER VA-150915-PPC
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
PROJECT PERFORMANCE COMPANY, LLC**

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

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



PART C

MAINTENANCE AND SUPPORT POLICY

VISIONWAVES

February 9, 2016

E info@visionwaves.com

W www.visionwaves.com

This Part C describes VisionWaves' current policy with respect to the provision of Maintenance and Support Services. Capitalized terms used in this Part C shall have the meanings assigned such terms in Part A, unless otherwise defined in this Part C.

I. Definitions

I.1. "Support Team" means the VisionWaves' team of technical support specialists, which provide Maintenance and Support Services relating to the Products

I.2. "Designated Contact(s)" means personnel of Customer that have been identified in a Part D Form as the contacts for the Customer which have sufficient knowledge in the Product and have preferably been trained by VisionWaves who: (i) are responsible for initiating all requests and maintaining all records relating to Maintenance and Support Services; (ii) serve as the contacts with VisionWaves on all matters relating to Maintenance and Support Services; and (iii) are responsible for providing information and support, as requested by VisionWaves, to assist in the diagnosis, analysis and resolution of incidents. The maximum number of Designated Contacts for each Customer is determined in mutual agreement between Customer and VisionWaves.

I.3. "Error" means a material failure of the Products to conform to the Documentation. Errors do not include, and VisionWaves shall have no responsibility for, failures of the Products to the extent such failures are caused by any of the following: (i) Products that have been modified or damaged in any manner by any person or entity other than VisionWaves; (ii) Products that have been used outside the scope of the license granted under the Agreement or other than as authorized by the Documentation; (iii) any failure of the computer hardware, computer operating system and/or other software utilized by Customer or other external factors not initialized by VisionWaves; (iv) Customer's failure, upon VisionWaves' request, to provide all reasonable assistance, information and authority necessary to perform VisionWaves' obligations hereunder; or (v) Customer's failure to install the most recent Update made available to Customer which VisionWaves affirms to Customer resolves the failure reported by Customer.

I.4. "Fix" means, in VisionWaves' discretion, either a fix designed to correct an Error, or a temporary solution supplied by VisionWaves, or implementation of an operational procedure by Customer to diminish or avoid the effect of the Error.

I.5. "Priority" is the mutual accepted priority of an Error. Customer initially requests VisionWaves to solve an Error under a specific priority. VisionWaves will accept or decline Customer Priority as part of the VisionWaves Response.

I.6. "Priority 1 Error" means an Error that: (i) renders the Products inoperative; or (ii) poses imminent danger to Customer's equipment or data.

I.7. "Priority 2 Error" means an Error that: (i) materially degrades performance of the Products directly caused by functions within the Product; or (ii) materially impairs substantial functions of the Products; but is not a Priority 1 Error.

I.8. "Priority 3 Error" means an Error that: (i) has a limited impact on the performance of the Products directly caused by functions within the Product; or (ii) limitedly impairs substantial functions of the Products; but is not a Priority 1 Error.

1.9. “Priority 4 Error” means an Error that is not a Priority 1, Priority 2 or Priority 3 Error.

1.10. “Reaction Time” means the period commencing when an incident is logged and ending when VisionWaves begins working on such incident, during business hours (08.30 to 17.00hr CET) from Monday to Friday (excluding Dutch public holidays).

1.11. “Response Time” means the period commencing when an incident is logged and ending when VisionWaves provides Customer with a response, which shall include actions taken to date and the steps for final resolution, during business hours (08.30 to 17.00hr CET) from Monday to Friday (excluding Dutch public holidays).

1.12. “Research and Development Team” means VisionWaves’ team of engineering professionals, which develop and maintain the Products.

1.13. “Target Maximum Resolution Time” means the targeted period commencing targeted time from when an incident is logged and ending upon the earlier of: (i) a Fix being delivered to Customer (for Priority 1 Errors), or (ii) an incident being closed because VisionWaves has concluded its investigation, scheduled a solution to be included in the next Update and notified Customer thereof (for all other Errors), during business hours (08.30 to 17.00hr Mountain Time) from Monday to Friday (excluding holidays).

1.14. “Update” means the next major or minor release of the VisionWaves software. This excludes patch or hot-fix releases that are released to fix errors between releases.

2. Support Coverage

2.1. General Support Coverage. All Customers shall have the ability to submit incidents through the Designated Contact(s) to the VisionWaves Support Team. A member of the Support Team will be available by e-mail or by telephone to assist the Designated Contact(s) in the operation of the Products and to receive reports of Error conditions. All incidents will be allocated a unique reference number by VisionWaves which shall be reported to the Designated Contact(s) following allocation.

2.2. Designated Contact(s) shall have: access to the General Support Coverage described in Section 2.1 above; and (i) unlimited telephone assistance via a dedicated telephone number (+31-30-6981015) during business hours (08.30 to 17.00hr CET) from Monday to Friday (excluding Dutch public holidays) from a member of the Support Team and (ii) submit incidents via a dedicated email address (support@visionwaves.com). A Support Team member will communicate to Designated Contact by e-mail or telephone in accordance with the procedure set forth herein.

3. Error Correction

3.1. Procedures. VisionWaves will respond and exercise commercially reasonable efforts to correct any Error reported by a Designated Contact in accordance with the priority levels in the table below. VisionWaves will reasonably determine the priority level of any Error in its sole discretion. Errors are resolved by a Fix or an Update.

Priority	Reaction Time	Response Time	Target Maximum Resolution Time
1	Immediate reaction	Maximum period of 4 business hours	The objective will be to provide relief to Customer within twenty-four (24) hours and provide a Fix within seven (7) days

2	Maximum period of 4 business hours	Maximum period of 3 business days	Resolution in next Update
3	Maximum period of 2 business days	Maximum period of 5 business days	Resolution in next Update or the Update thereafter
4	Maximum period of 5 business days	No target	No target

3.2. When a Fix results into internal Product changes, for example by changing the source code or database structures of the Product, this Fix will be delivered in the next available Update of the Product.

3.3. Escalation. In those instances where VisionWaves is unable to resolve an Error within the Target Maximum Resolution Time, VisionWaves will confer with Customer regarding a plan for final resolution.

4. Updates

Whenever VisionWaves makes Updates generally available to its customers who have purchased Maintenance and Support Services, VisionWaves will make available a copy of the same to Customer. Upon delivery to Customer, any Updates will be considered Products for the purposes of the Agreement.

5. Prior Versions

VisionWaves' obligations with respect to Maintenance and Support Services are expressly conditioned upon the installation and use by Customer of either: (i) the most current version of the Products; or (ii) the immediately preceding version of the Products or (iii) the version of the Products installed at Customer less than one (1) year.

6. Architecture Control Audit

In the Maintenance & Support fee, twice a year an Architecture Control Audit is included done by a Design Architect of VisionWaves.

**EXHIBIT I –SOFTWARE AS A SERVICE
 ADDITIONAL CONTRACT TERMS AND CONDITIONS
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**EXHIBIT I –SOFTWARE AS A SERVICE
ADDITIONAL CONTRACT TERMS AND CONDITIONS**

These additional terms and conditions for provision of Software as a Service contractual obligation as part of an overall Solution provided by the Supplier are in support of and incorporated herewith under Contract No. VA-150915-PPC. This Exhibit (“Exhibit”) sets forth additional terms and conditions under which Supplier shall provide such Application and Licensed Services (“Licensed Services”) to VITA and Authorized Users.

1. DEFINITIONS

A. Application

The software programs in object code and other related data, including intellectual data, proprietary information and Documentation contained and applicable to Licensed Services hosted and supported by Supplier under the Contract, as described in Exhibit A or as described in any SOW or order issued under the contract, including any Updates, enhancements, and replacements to the Application.

B. Application Users

Application Users shall include, as specified in the applicable Statement of Work or order, employees of an Authorized User, independent contractors engaged by an Authorized User, or entities contracting with an Authorized User for services, as well as customers, suppliers, members of the general public, and other entities with whom an Authorized User may find it necessary or desirable to process or communicate electronically in pursuit of its business. In the event that the Authorized User is a private institution chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, Application Users may include students of such private institution.

C. Content

Any data, including the selection, arrangement and organization of such data, entered, uploaded to the Application, or otherwise provided to Supplier by Authorized User or by any Application User, and any software and related documentation, from whatever source, provided by Authorized User or Application User to Supplier in connection with this Contract.

D. Licensed Services

The operation of the Application and the necessary operating system software, hardware and utilities on Supplier’s host computer system, furnishing Supplier Product to Application Users, storing Content and making the Application, Content, and Supplier Product available to Application User(s) via the Web Site, as more fully described in Exhibit A or as described in any Statement of Work or order issued hereunder.

E. Supplier Product

Supplier’s proprietary reports, information and data made available to Authorized User and its Application Users as part of the Licensed Services.

F. Web Site

The Internet site operated by Supplier to provide access to the Application, with the Uniform Resource Locator (URL) specified in the applicable Statement of Work or order (or any successor URL(s)).

2. TERM AND TERMINATION

A. Scalability

VITA or an Authorized User may make a written request to increase or decrease the scope (e.g., number of USERIDs) of Licensed Services (“revised usage”) under an order or Statement of Work. The revised usage shall be effective not more than one (1) business hour following the request. Pricing for the revised usage of Licensed Services shall be calculated as provided in Exhibit B and shall be prorated on a daily basis for remaining portion of the current monthly billing period. For purposes of this provision, a written notice may include an e-mail or the use of a Supplier-provided provisioning website by an Authorized User’s designated administrator.

3. DESCRIPTION OF LICENSED SERVICES

During the term of any order or SOW issued pursuant to this Contract, Supplier hereby agrees to host the Application(s) listed and described in Exhibit A and specified in such order or SOW by the ordering Authorized User on servers owned, operated, housed, and maintained by Supplier and shall make such Application(s) available to Authorized User's designated Application Users through the Internet.

Supplier has acquired any and all license rights in the Application(s) necessary and appropriate for Supplier to provide the Licensed Services as listed and described in Exhibit A for all Authorized Users. Supplier hereby grants each ordering Authorized User and its Application Users a non-exclusive, transferable, worldwide license to access and use by any method the Application during the term of the applicable order or SOW issued pursuant to this Contract. The license fee for the rights shall be as set forth in Exhibit B, and shall apply regardless of access mode.

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 listed at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>, the license shall be held by that private institution.

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 or SOW for Licensed Services, including access to the Application(s), or the fact that such other agreement may be presented to an Authorized User or its Application Users at the time of accessing the Application(s) ("click wrap"), the terms and conditions set forth herein in this Contract and any amendments or modifications thereto shall supersede and govern licensing and use of all products and services hereunder.

4. SUPPLIER RESPONSIBILITIES

A. Standard Application Responsibilities

Unless otherwise indicated in Exhibit A, Supplier shall acquire and maintain, at no charge to Authorized User, the hardware and software required to host the Application(s). The hardware and software on which the Application(s) is hosted will be maintained in good operating condition, consistent with or exceeding generally accepted industry practices and procedures. In addition:

- i). Supplier shall maintain sufficient hardware capacity to satisfy the technical requirements and the bandwidth and required storage capacity indicated in Exhibit A.
- ii). Supplier shall be responsible for all telecommunication connections from the server hosting the Application to the Internet.
- iii). Supplier may collect user-specific data only as necessary to provide the Licensed Services ordered by an Authorized User. No information regarding any Authorized User or any Application User shall be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall extend beyond the term of the Contract.
- iv). The Application will be made available to Authorized User and/or designated Application Users, as specified in the applicable order or SOW, twenty-four (24) hours a day, seven (7) days a week ("Uptime") less Excusable Downtime. For the purposes of this Contract, "Excusable Downtime" is defined as that period of time when the Licensed Services are not available to Authorized User or its Application Users due to scheduled network, hardware or service maintenance and/or upgrades. Except in cases of emergency, Authorized User shall be provided a two (2) business day advance notification of such maintenance and/or upgrade. In cases of emergency, Supplier will use its best efforts to notify Authorized User of a planned Downtime as soon as practicable. Maintenance or upgrades are not to exceed thirty-six (36) hours in duration in a single month and cannot occur Monday through Friday, between the hours of 6:00 a.m. and 8:00 p.m. Eastern Time.
- v). Excusable Downtime shall not include (i) an electronic hardware failure, (ii) a failure in the Supplier's Application, (iii) an electric utility failure at Supplier's facility where the Application is

hosted, or (iv) a network failure up to, but not including, the interconnection point of Supplier's network to the public switched telephone network.

vi). Supplier guarantees the Application will be available for use at least ninety-nine percent (99%) of the total time during each month, excluding Excusable Downtime.

vii). If non-Excusable Downtime exceeds the parameters listed above, Supplier will credit to Authorized User the total recurring fees that would otherwise be owed by Authorized User under this Contract during the month of such failure. Such credit will be issued in the month immediately following the failure.

viii). Supplier shall be required to notify VITA in writing at least sixty (60) days prior to of any planned change(s) or Update(s) to the Application; its functionality; Content storage/ backup/disaster recovery, including physical location; security architecture, features or settings; terminations and/or replacement of any Supplier subcontractor. The planned changes or Updates include any change(s) that would potentially impact the secure and efficient use of the Application, as understood and agreed to between Supplier and VITA at Contract award. The purpose of this notice is to allow sufficient time for Supplier and VITA to discuss any technical/functional considerations and/or changes that would require action by the Commonwealth.

ix). Supplier is responsible for documenting and maintaining any customizations made for operational use of the Application and/or for interoperability use with other systems or applications used by an Authorized User and paid for solely by Authorized User. The associated technical data, code, documentation and other necessary information about such customizations shall be provided by Supplier to Authorized User within ten (10) business days of the customizations' operational use. Supplier shall be required to routinely transfer knowledge regarding the Application and Licensed Services, including Updates and all material changes, to Authorized Users in a reasonable manner to ensure proper and efficient use of Application and Licensed Services without degrading performance thereof.

x). (Add any additional, project specific Supplier Standard Application responsibilities.)

In addition, and at no additional cost to Authorized Users, Supplier shall provide access to additional Updates, features, and functionalities of the Application as are provided by Supplier to other customers of Supplier who require functionality similar to that of the Application provided to Authorized Users. All such additional features and functionality, where reasonably necessary, shall be accompanied by updated Documentation, whether in hard copy format or distributed electronically via email or the Supplier website. Notwithstanding the provisions of this Section and except as agreed to in writing by VITA and Supplier, nothing in the Contract shall oblige Supplier to undertake any modifications to the Application, and all such modifications are at Supplier's sole discretion whether suggested by an Authorized User or another party.

B. Ancillary Responsibilities

Supplier shall, throughout the term of this Contract, make available such resources, including Supplier personnel, as are reasonably required to: (i) train designated Authorized User personnel in the use of the Application; (ii) develop modifications to the Application as agreed by VITA and Supplier in any exhibit hereto or as agreed to by Supplier and Authorized User in any order or SOW issued hereunder; and (iii) otherwise support the Application as provided under this Contract and any exhibits hereto or as agreed in any order or SOW issued hereunder.

C. Subcontractors

(User-This may not be applicable to ASP, but is always applicable to SaaS. Important to delete if not applicable for your ASP project.)

It is understood that Supplier may utilize subcontractors to provide integral components of the Licensed Services and Application; however, except for those so named at time of Contract award, Supplier shall not use new or replacement subcontractors to perform or provide integral components of the Licensed Services or Application during performance of this Contract without advance written notification to and approval by VITA.

Supplier is responsible for the performance of its subcontractors used in providing any portion of the Licensed Services or Application. Additionally, Supplier is responsible for its subcontractors' compliance with the terms and conditions of this Contract.

If an order or SOW issued pursuant to this Contract is supported in whole or in part with federal funds, Supplier shall not subcontract any Services pursuant to such order or SOW to any subcontractor that is a party excluded from Federal Procurement and Nonprocurement Programs. In no event shall Supplier subcontract with 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.

5. AUTHORIZED USER RESPONSIBILITIES

Unless otherwise agreed and as applicable, Authorized User or its Agent, or an Application User, will be responsible for input of Content into Supplier's Application and Authorized User or its Agent will be responsible for keeping said Content current and accurate. Supplier will have no responsibility for assisting Authorized User in creating, modifying or inputting the Content, unless specified in Exhibit A.

If Supplier issues unique USERIDs and passwords to an Application User:

- i). Authorized User is responsible for protecting said passwords and for any authorized and unauthorized use made of the passwords. Authorized User will fully cooperate with law enforcement authorities in the detection and prosecution of illegal activity related to unauthorized use of the Licensed Services.
- ii). Authorized User shall have the right to add, change access for, or delete USERIDs at its sole discretion. Authorized User shall designate Administrators who will be authorized to add, change access for or delete USERIDs.
- iii). Upon notification by Authorized User of an Application User's deletion, Supplier shall remove said Application User from its server within one (1) hour of receipt of such notification. If Supplier fails to make such a deletion, Authorized User shall not be held liable for any charges or damages incurred due to use of the unauthorized USERID.

6. CONTENT PRIVACY AND SECURITY

Supplier shall provide a secure environment for Content and any hardware and software, including servers, network and data components provided by Supplier as part of its performance under this Contract. Supplier shall provide a secure environment for Content and any hardware and software in accordance with VITA's Security Standards located at:

<http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs> in order to prevent unauthorized access to and use or modification of, and to protect, the Application and Content. Supplier agrees that all Content of Authorized Users is intended solely for the business of the Authorized Users and is considered private data. Therefore, Supplier shall, at a minimum, implement the following procedures designed to protect the privacy and security of Content:

- i). User identification and access controls designed to limit access to Content to Application Users.
- ii). External connections to the World Wide Web which will have appropriate security controls including industry standard intrusion detection and countermeasures that will detect and terminate any unauthorized activity prior to entering the firewall maintained by Supplier.
- iii). Industry standard firewalls regulating all data entering Supplier's internal data network from any external source which will enforce secure connections between internal and external systems and will permit only specific types of data to pass through;
- iv). Industry standard encryption techniques which will be used when Content is transmitted by Supplier on behalf of Authorized User.
- v). Physical security measures, including securing all Content on a secure server, in locked data cabinets within a secure facility located within the United States. Access to facilities housing the Application and Content restricted to only allow access to personnel and agents of Supplier who have a need to know in connection with operation and support of the Application.
- vi). A backup of Content, for an orderly and timely recovery of such data in the event that the Licensed Services may be interrupted. Unless otherwise described in an order or Statement of Work, Service Provider shall maintain a backup of Content that can be recovered within two (2) hours at any point in time. Additionally, Service Provider shall store a backup of Customer Data in an off-site "hardened" facility, located within the United States no less than daily, maintaining the security of Customer Data, the security requirements of which are further described herein.

vii). Supplier agrees to maintain all metadata associated with any original Content submitted into the Application by an Authorized User for easy retrieval and access within two (2) hours at any point in time.

viii). Supplier agrees to partition, in aggregate for this Contract, all Content submitted into the Application by an Authorized User in such a manner that it will not be impacted or forfeited due to E-discovery, search and seizure or other actions by third parties obtaining or attempting to obtain records, information or Content for reasons or activities that are not directly related to the business of the Authorized User.

ix). Supplier agrees to maintain and follow a disaster recovery plan designed to maintain Application User access to the Application and Licensed Services, and to prevent the unintended destruction or loss of Content; and which plan, unless otherwise specified herein, shall provide for daily back-up of Content and archival of such Content at a secure facility located within the United States. The disaster recovery plan shall provide for and be followed by Supplier such that in no event shall the Application, Licensed Services, Supplier Product and/or Content be unavailable to any Application User for a period in excess of twenty-four (24) hours.

x). Supplier agrees that during the term of this Contract, Supplier will retain Authorized Users' Content for the full term of the Contract.

xi). Supplier, and through Supplier, its employees, agents and subcontractors, shall immediately notify any and all Authorized Users, of any degradation, potential breach or breach of Content and Application privacy or security in any systems supporting the Licensed Services. Supplier shall provide VITA the opportunity to participate in the investigation of the reported situation and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law.

xii). Supplier shall be required to notify all Authorized Users in writing thirty (30) days prior to its intention to replace or add any third-party that will be provided access to Content whether that access is provided by Supplier or Supplier's subcontractors. Authorized User may reject any additional or new third parties who may be provided access to Content.

xiii). Supplier shall, at all times, remain compliant with the privacy and security requirements mandated by federal, state and local laws and regulations.

xiv). Supplier shall ensure performance of a SSAE 16 Type II audit at least once annually of Supplier's environment. Upon request from VITA (not more than once annually), Supplier shall provide VITA with a copy of Supplier's final SSAE 16 Type II audit report. Supplier shall also assist VITA in obtaining the current SSAE 16 Type II audit report from any third-party providing services to Supplier, if said third-party services involve the processing or storage of Authorized Users' Content.

xv). Supplier's failure to comply with the provisions in items (i) through (xiv) shall constitute a breach of this Contract.

xvi). Within fifteen (15) business days after the expiration or termination of this Contract, Supplier shall confirm in writing to Authorized Users and VITA that all Content has been removed from all systems where the Content resided during performance of this Contract in a manner that complies with and/or exceeds the Commonwealth Data Removal standard located at the following URL: http://www.vita.virginia.gov/uploadedFiles/Library/PSGs/Data_Removal_Standard.pdf. The written confirmation shall include (i) sufficient detail describing the processes and procedures used in removing the Content, (ii) information about the locations of where it was removed from within the Application and storage and other locations, and (ii) the date the removals were performed. All metadata, in its original form, shall be returned to the respective Authorized User(s).

xvii). Authorized Users of this Contract agree to notify Supplier of any degradation, potential breach, or breach of the Content and Application privacy or security as soon as possible after discovery. Authorized Users further agree to provide Supplier the opportunity to participate in the investigation of the reported situation.

xviii). Regular training for Supplier personnel regarding the security and data recovery programs referenced in this Section.

xix). Regular testing of the systems and procedures outlined in this Section; and

xx). Audit controls that record and monitor Application and Licensed Services activity continuously.

7. PROPRIETARY RIGHTS

A. Supplier's Proprietary Rights

Except as otherwise stated herein, the Licensed Services (including without limitation, the Application and Updates, and Supplier Product, except to the extent that Supplier Product contains Content) and Documentation are the sole and exclusive property of Supplier and its licensors. All modifications, enhancements, Updates, and translations of the Licensed Services shall be deemed a part thereof.

B. Authorized User Requirements and License Restrictions

Except as otherwise provided in this Contract or as provided by law:

- i). Authorized User will use commercially reasonable efforts to ensure that Application Users comply with all of the terms and conditions hereof;
- ii). Authorized User shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any of the software comprising or in any way making up a part of the Application;
- iii). Authorized User shall not directly or indirectly copy or reproduce all or any part of the Application, whether electronically, mechanically or otherwise, in any form including, but not limited to, the copying of presentation, style or organization, without prior written permission from Supplier; provided, however, an Authorized User may reproduce and distribute any Application output generated from the relevant Authorized User Content, and an Application User may reproduce and distribute any Application output generated pursuant to the permissions set forth in the applicable Authorized User's order or SOW;
- iv). Authorized User shall not rent, lease, sublicense, resell for profit, loan, distribute, network or modify the Application or Supplier Product or any component thereof, provided as part of the Licensed Services, except as otherwise authorized by Supplier. However, an Authorized User may reproduce and distribute any Application output (e.g., reports) generated by Authorized User using the Application, and an Application User may reproduce and distribute any reports or output generated by the Application User using the Application and pursuant to the permissions in the applicable Authorized User's order or SOW;
- v). Authorized User shall only use the Application and Supplier Product in the normal course of business, in connection with, and as part of, the Licensed Services;
- vi). Authorized User shall not attempt to gain unauthorized access to the Application or Licensed Services, other user accounts, computer systems or networks connected to the Licensed Services;
- vii). Authorized User shall not remove, obscure or alter Supplier's proprietary notices, disclaimers, trademarks, or other proprietary rights notices of any kind affixed or contained in the Application or Licensed Services or any written or electronic report, output or result generated in connection with the Licensed Services;
- viii). Authorized User shall take reasonable care not to, and shall not intentionally or knowingly, use the Application to post, transmit, distribute, store or destroy any information: (i) in violation of any applicable law, statute, ordinance or regulation; (ii) in a manner that shall infringe the intellectual property rights of others; (iii) that is defamatory or trade libelous, or (iv) that contains any Computer Viruses;
- ix). Authorized User shall not use the Application or Licensed Services for any illegal, obscene, offensive or immoral purpose.

C. Authorized User Proprietary Rights

Except as otherwise stated herein and with the exception of any applicable third-party rights, Content and any customizations made for Authorized User's operation of the Application or for interoperability with other Authorized User's systems or applications paid for by the Authorized User, are and shall remain the sole and exclusive property of Authorized User, including all applicable rights to patents, copyrights, trademarks, trade secrets or other proprietary property rights thereto. Additionally, all right, title and interest in and to any Content or customizations relating to Authorized User's business shall remain the property of Authorized User, whether or not supplied to Supplier or uploaded into the Application. Nothing in this Contract shall be

construed as conveying any rights or interest in Content or customizations to Supplier. Upon termination of an order or SOW issued hereunder, Supplier agrees to either provide the Content and customizations to the applicable Authorized User, or, at such Authorized User's request, certify in writing that said Content and customizations in all formats, have been destroyed.

8. TRANSITION ASSISTANCE

Upon execution of an order or SOW pursuant to this Contract, Supplier and Authorized User will develop a transition plan ("Transition Plan") detailing each Party's respective tasks for the orderly transition and migration of (i) all Content stored by Supplier pursuant to such order or SOW to Authorized User's archive and/or to a system or application maintained by Authorized User or a third party application service provider and agreed in writing by Authorized User and Supplier, (ii) the Application and Licensed Services to Authorized User or a third party service provider when such transition and migration to occur upon termination or expiration of the Contract or the order or SOW.

At a minimum, the Transition Plan shall provide that upon expiration or termination of this Contract or the applicable order or SOW for any reason, Supplier will return all Content in its possession to the Authorized User in a format accessible without the use of Supplier's Application. In addition, Supplier will, at Authorized User's option, continue to provide Licensed Services for up to six (6) months after the date of expiration or termination of such order or SOW in order to facilitate Authorized User's transition to a new service provider. Supplier shall also provide such reasonable assistance as may be requested by Authorized User to effectuate such transition.

Supplier shall, within thirty (30) days of expiration, completion, or termination of this Contract or any order or SOW issued hereunder, provide to all affected Authorized Users a complete set of all Content provided to Supplier by the relevant Authorized User and/or its Application Users and stored by the Application on behalf of such Authorized User. Supplier's failure to do so shall constitute a material breach of this Contract and, in addition to the remedies set forth in this Contract, VITA or the affected Authorized User may exercise all available rights and remedies under law and equity.

The obligations set forth in this section and in any Transition Plan developed pursuant to an order or SOW issued hereunder may extend beyond expiration or termination of the Contract for a period not to exceed six (6) months. In the event of a termination for breach and/or default of Supplier, Supplier shall perform such obligations at no charge or fee to VITA or any Authorized User; otherwise, Supplier shall perform such obligations at the hourly rate or a charge agreed upon by Supplier and VITA or an Authorized User.

9. COMMENCEMENT AND ACCEPTANCE OF LICENSED SERVICES

A. Licensed Services Commencement Date

The Supplier shall begin delivery of Licensed Services on the date requested by the Authorized User and agreed to by the Supplier in an order or SOW. An Authorized User may delay the Licensed Services commencement date by notifying the Supplier at least ten (10) days before the scheduled Licensed Services commencement date.

B. Acceptance

The Application shall be deemed accepted when the Authorized User reasonably determines that such Authorized User and its Application Users can successfully access and use all functionalities of the Application which Supplier is required to provide to such Users. Such Authorized User agrees to complete Acceptance testing within XX (XX) days after receiving written notice from Supplier of the ability of such Authorized User and its Application Users to access the Application, or within such other period as set forth in the applicable order or SOW. 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 incurred which will be reimbursable by such Authorized User at the then current per diem amounts set forth by the Virginia Department of Accounts and published at: <http://www.doa.virginia.gov/> or a successor URL(s). If the Authorized User is a private institution listed at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>, 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) business days following the Acceptance testing period, the Service shall be deemed Accepted.

C. Cure Period

If during the Acceptance test period, Authorized User is unable to access the licensed functionalities of the Application, Supplier shall provide Authorized User with such access, and such Authorized User's Application Users with their required access, within seven (7) days of written notice of inability to access, or as otherwise agreed between the Authorized User and Supplier in the applicable order or SOW. Should Supplier fail to provide access to the licensed functionalities of the Application, such Authorized User may, in its sole discretion: (i) reject the Application in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Application access with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Application access while reserving its right to revoke Acceptance if timely correction is not forthcoming.

If the Authorized User and its Application Users are unable to access the licensed functionalities of the Application after a second set of acceptance tests, Supplier shall be deemed in default of the order or SOW. 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 Licensed Services to be provided thereunder by Supplier.

10. RECORDS AND AUDIT

Supplier shall maintain accurate records and other evidence pertaining to the costs and expenses for all Licensed Services performed/delivered under any order or SOW issued pursuant to this Contract in support of its charges invoiced to Authorized User. The records will be to the extent and in such detail as will properly reflect all direct and indirect costs associated with such order or SOW. In addition, Supplier shall maintain accurate records of the Licensed Services, including but not limited to, the "Uptime" and "Downtime" as set forth in the Supplier Responsibilities Section. Authorized User shall have the right, at any reasonable time during regular business hours after giving reasonable advance notice, to inspect and audit the records applicable to its order(s) or SOW(s). Supplier shall preserve such records for three (3) years after termination/completion of the Licensed Services agreed to under this Contract or any order or SOW issued hereunder.

11. APPLICATION AND LICENSED SERVICES SUPPORT

At any time during the term of any order or SOW issued pursuant to this Contract, Supplier shall provide the following Application Services (including unlimited telephonic support and all necessary travel and labor) without additional charge to any Authorized User in order to ensue such Authorized User and its Application Users are able to access and use the Application in accordance with the Requirements.

A. Coverage

Twenty-four (24) hours per day, seven (7) days a week, Supplier provide to any Authorized User all reasonably necessary telephone or written consultation requested by such Authorized User in connection with use, problems and operation of the Application.

B. Service Levels

Within one (1) hour after a request from an Authorized User, Supplier will respond to such request for support of Licensed Services regarding the Application and Licensed Services, including Application, Supplier Product and Documentation in accordance with the procedures identified in the Contract. In each case, Authorized User may describe the problem by telephone or electronic mail or via a web site provided by Supplier. Supplier shall use its best efforts/commercially reasonable efforts to meet Response Time and Resolution Time and other obligations under this Contract.

The level of severity (e.g., 1, 2, 3), shall be defined by such Authorized Users.

C. Application Evolution

Should Supplier merge or splinter the Application previously provided to any Authorized User, such action on the part of Supplier shall not in any way result in any Authorized User being charged additional license or support fees in order to access the Application, to enable its Application Users to access the Application, or to receive enhancements, releases, upgrades or support for the Application.

12. SERVICE LEVELS AND REMEDIES

A. Availability

Supplier's failure to make the Licensed Services Available to Authorized User and its Application Users at least 99% of the time in any given month during the term of such Authorized User's order or SOW, excluding scheduled maintenance or excusable downtime, shall be deemed a service level default ("Service Level Default") and Authorized User may obtain the non-exclusive remedies set forth in the Contract. For purposes of this Contract, "Available" means that Authorized User and its Application Users are able to access all features and functions of the Application and Licensed Services required by Authorized User, including but not limited to the Application and Supplier Product.

In the event Authorized User is eligible for a 100% Service Level Credit under this Section during any given month of the term of such Authorized User's order or SOW, Authorized User may terminate such order or SOW without penalty upon written notice to Supplier and, in addition to the remedies available under this Section, receive any additional remedies set forth in the Contract.

Credits shall be applied against the next invoice. In the event a Service Level Default occurs after VITA or an Authorized User has given notice of termination pursuant to the Term and Termination section of this Contract or due to non-appropriation of funds, or Authorized User has made final payment to Supplier for the Application and Licensed Services and no further invoices shall issue as a result, Supplier shall refund to Authorized User the amount of the appropriate Service Level Credit due for the period of default.

B. Provisioning

(Note: This clause is required for SaaS and may or may not be relevant to ASP contracts.)

Incremental adds, moves or reductions in the scope of the Licensed Service (e.g., USERIDs), shall be completed within one (1) business hour of a written request (including e-mail or submission to Supplier's provisioning website) from an Authorized User's designated Administrator. In the event that provisioning is not made available within one (1) business hour of the request, a credit for the incremental amount of the revision shall be applied against the next invoice for 1/30th of the corresponding pro-rated amount.

C. Reporting

Once each calendar month during the term of an order or SOW issued pursuant to this Contract, Supplier shall provide Authorized User with a written report that shall contain information with respect to the performance of the Application and Licensed Services. Such report, unless otherwise agreed upon by the Parties, shall be in conformity with the reporting Supplier provides to its other customers utilizing an application and licensed services identical or similar to the Application and Licensed Services provided to the Authorized User. Representatives of Supplier and Authorized User shall meet as often as may be reasonably requested by either Party, but no less often than once each calendar quarter, to review Supplier's performance of Licensed Services and the performance of the Application and to discuss technical plans, financial matters, system performance, service levels and for any other matters related to this Contract or such Authorized User's order or SOW that may be reasonably requested by either Supplier or Authorized User. Authorized User may independently audit the report at its expense no more than two (2) times annually.

D. Failure to Meet Service Level Commitments

In the event that such Application fails to meet the Service Levels specified herein, Supplier will: (i) promptly replace the Application with an Application that conforms to this Contract and such specifications; (ii) repair the Application, at Supplier's expense, so that it conforms to this Contract and such specifications; or (iii) refund to Authorized User all fees paid for the Application and the Licensed Services after the failure of the Application to meet the Service Levels. In the event Supplier fails to comply with these remedies, Authorized User may exercise all available rights and remedies under law and equity.

E. Escalation Procedures

See Contract terms.

13. CYBER SECURITY LIABILITY INSURANCE

In addition to other insurance coverage requirements in the Contract, Supplier shall carry Cyber Security Liability insurance coverage in the amount of \$5,000,000 per occurrence.

14. ESCROW AGREEMENT

Supplier shall maintain copies of all Application source code and related technical and user Documentation, in English, in an escrow account, and shall maintain with escrow agent the executed agreement attached hereto as Exhibit C-1 (Application Escrow Agreement). Supplier shall maintain, in a separate escrow account for each Authorized User, copies of all Content provided by or to such Authorized User in a format accessible without use of Supplier's Application. An executed agreement for providing for any such Content Escrow Agreement is attached hereto as Exhibit C-2 (Content Escrow Agreement). VITA acknowledges that, prior to the Effective Date of this Contract, Supplier delivered to VITA and VITA received a copy of the executed Application Escrow Agreement naming the Commonwealth of Virginia as a third party beneficiary. VITA has reviewed Application Escrow Agreement to ensure that such Application Escrow Agreement does not impose upon the Commonwealth any requirements other than administrative responsibilities necessary for the operation of the Application Escrow Agreement. If events give rise to a need for the escrow agent to release escrowed materials to the Commonwealth, the Commonwealth's sole responsibility shall be to request the release of such materials from the escrow agent. Supplier agrees to notify VITA in writing not less than thirty (30) calendar days prior to termination or any modification of the Application Escrow Agreement. Any Content Escrow Agreement shall name as a third party beneficiary the Authorized User whose Content is kept in escrow pursuant to such Content Escrow Agreement.

Supplier warrants that the information and materials to be kept in escrow in a media safe environment for the benefit of the Commonwealth pursuant to the Application Escrow Agreement are specifically identified and listed in Attachment A to the Application Escrow Agreement and include the most current version used by all Authorized Users of:

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

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

- i). File List Test - To ensure the deposited items are catalogued and confirm they are readable and virus free, and if encrypted, that the Escrow Agent has the decryption keys on deposit.

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

Supplier warrants that the information and materials to be kept in escrow in a media safe environment for the benefit of an Authorized User pursuant to a Content Escrow Agreement shall be specifically identified and listed in Attachment A to such Content Escrow Agreement and include a monthly back up of the Content repository for such Authorized User.

Supplier warrants that the Escrow Agreements provide or shall provide for, among other items, the release of the list of items on Attachment A of each Escrow Agreement which could occur upon the happening of certain events, including, but not limited to, Supplier's failure to carry out its support and maintenance obligations imposed by this Contract for a period of sixty (60) days, Supplier's breach or default under this Contract, Supplier's bankruptcy and/or Supplier's failure to continue to do business in the ordinary course. Any Content Escrow Agreement shall also provide for the release of the escrowed items in the event the Authorized User's Content is destroyed, lost, or damaged or following the termination or expiration of Authorized User's order or SOW for Licensed Services. Supplier agrees to pay all expenses associated with establishing and maintaining the escrow accounts and the contents mentioned above.

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

Any Authorized User which is not a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia may require Supplier to execute an additional Application escrow agreement subject to the same requirements and binding Supplier to the same obligations as described above but naming such Authorized User as the beneficiary of the Application escrow agreement. Subject to the information and materials listed in such Application escrow agreement being released to such Authorized User, Supplier hereby grants to such Authorized User a royalty-free, perpetual, irrevocable license, that permits disclosure to a third party support-vendor of a complete and accurate copy of then-current source code for the Application licensed to such Authorized User, along with all related documentation.

15. GENERAL WARRANTY

A. Licensed Services, Application and Documentation

Supplier warrants the following with respect to the Licensed Services and the Application:

i). The Application is pursuant to a particular Request for Proposal ("RFP"), and therefore such Application shall be fit for the particular purposes specified by VITA in the RFP and in this Contract. Supplier is possessed of superior knowledge with respect to the Application and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing the Licensed Services, including the Application.

ii). Supplier represents and warrants (i) that it shall perform the Licensed Services in conformity to the specifications set forth in Exhibit A in a professional and workmanlike manner and (ii) that the Licensed Services shall not infringe any third party proprietary rights including (without limitation) any trademark, trade name, trade secret, copyright, moral rights, patents or similar intellectual property rights.

iii). Supplier warrants that the Application and Licensed Services will conform in all material respects to the Requirements set forth in this Contract and any order or SOW issued hereunder. Supplier warrants that the Application Licensed Services will conform to the applicable specifications and Documentation, not including any post-Acceptance modifications or alterations to the Documentation which represent a material diminishment of the functionality of the Application, Licensed Services or Supplier Product. Supplier also warrants that such Application and Licensed Services are compatible with and will operate successfully when used on the equipment in accordance with the Documentation and all of the terms and conditions hereof.

iv). The Application provided hereunder is at the current release level unless an Authorized User specifies an older version in its order or SOW;

v). No corrections, work arounds or future Application releases provided by Supplier shall degrade the Application, cause any other warranty to be breached, or require an Authorized User to acquire additional hardware equipment or software;

vi). Supplier warrants that all post-Acceptance Updates, changes, alterations or modifications to the Application, Licensed Services and Documentation by Supplier will be compatible with, and will not materially diminish the features or functionality of the Application, Licensed Services and/or Supplier Product when used on the equipment in accordance with the Documentation and all of the terms and conditions hereof.

vii). 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 to understand and utilize fully the Application without reference to any other materials or information.

B. Privacy and Security

Supplier warrants that Supplier and its employees, subcontractors, partners and third party providers have taken all necessary and reasonable measures to ensure that the Application, Licensed Services, Supplier Product, and any related deliverables do not include any degradation, known security vulnerabilities, or breach of privacy or security. Supplier agrees to notify VITA of any occurrence of such as soon as possible after discovery and provide VITA with fixes or upgrades for security vulnerabilities within 90 days of discovery.

C. Operating System and Software Supportability

Supplier warrants that Supplier and its employees, subcontractors, partners and third party providers have taken all necessary and reasonable measures to ensure that the Application, Licensed Services, Supplier Product, and any deliverables do not have dependencies on other operating systems or software that are no longer supported by Supplier, or its Subcontractors, partners and third-party providers.

D. Access to Product and Passwords

Supplier warrants that the Application and Licensed Services do not contain disabling code or any program device or other undisclosed feature, including but not limited to, viruses, worms, trojan horses, or other code which is designed to permit unauthorized access, delete, disable, deactivate, interfere with or otherwise harm the Application, Licensed Services or the hardware or software of any Authorized User or its Application Users. In addition, Supplier warrants that Authorized User and its Application Users will be provided commercially reasonable uninterrupted access to the Application. Supplier also warrants that it will not cancel or otherwise terminate access to the Application by disabling passwords, keys or tokens that enable continuous use of the Application by the Authorized User and its Application Users during the term of this Contract

or any order or SOW issued hereunder. Supplier further warrants that the Application and Licensed Services are compatible with and will operate successfully on the equipment.

16. ACCEPTABLE USE POLICY (IF ACCEPTABLE)

VITA and Authorized User agree to abide by Supplier's Acceptable Use Policy (AUP), as amended by the parties hereby and incorporated as Exhibit G. Because certain standard clauses that may appear in, or be incorporated by reference into, Supplier's standard AUP cannot be accepted by VITA, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that:

- i. In the event of a conflict between this Contract and the AUP, the Contract shall control;
- ii. In the event of a material, unilateral revision to the AUP by Supplier that substantially impairs the ability of VITA or any other public body from its lawful use of the Service, VITA shall have the option to:
 - a. request that the revision be rescinded;
 - b. request that the revision be waived as to VITA or other public bodies receiving Services under this Agreement;

If Supplier fails to grant a request by VITA per a. or b. above, within 30 days of receiving the request, then VITA may, at its option, terminate this Contract, in whole or in part, or any order or SOW, in whole or in part, without termination liability;