



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia Purchase Order

Order Date: 11-08-2021

CORRECT ORDER NUMBER MUST APPEAR
ON ALL PACKAGES, INVOICES, AND
SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CPO 0704 7883 INS2200000001 1	Procurement Folder:	950013
Document Name:	I-Sight Software	Reason for Modification:	
Document Description:	I-Sight Software		
Procurement Type:	Central Sole Source		
Buyer Name:	Joseph E Hager III		
Telephone:	(304) 558-2306		
Email:	joseph.e.hageriii@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000233172 CUSTOMER EXPRESSIONS CORP 2255 CARLING AVE STE 500 OTTAWA ON K2B 7Z5 CA Vendor Contact Phone: (613) 244-5111 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: John L Hannan Requestor Phone: (304) 558-6279 Requestor Email: John.L.Hannan@wv.gov 22 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
ACCOUNTS PAYABLE MANAGER OFFICES OF THE INSURANCE COMMISSIONER PO BOX 50540 CHARLESTON WV 25305-0540 US	OFFICES OF THE INSURANCE COMMISSIONER ONE PLAYERS CLUB DR CHARLESTON WV 25311 US

11-22-21

Total Order Amount:

\$84,600.00

Purchasing Division's file copy

ENTERED

PURCHASING DIVISION AUTHORIZATION

DATE: Linda Harper 11/19/2021
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: John S. Gray
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: Beverly Tolson 12-16-21
ELECTRONIC SIGNATURE ON FILE

Extended Description:

This Purchase Order constitutes the acceptance of contract made by and between the State of West Virginia by the Purchasing Director for the Agency, The West Virginia Offices of the Insurance Commissioner and the vendor, Customer Expressions Corp., for the purchase of housing, maintenance, technical support and user fees for I-Sight Case Management Solutions per the specifications, terms and Conditions, and vendor submitted quote dated 10/01/2021 all incorporated herein by reference and made apart of as attached hereto.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81112105	0.00000		0.000000	29040.00
Service From		Service To	Manufacturer	Model No	
2022-01-01		2022-12-31			

Commodity Line Description: World wide web WWW site operation host services

Extended Description:

Investigations Division I-sight: Currently 42 users and license fee.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	81112105	0.00000		0.000000	27720.00
Service From		Service To	Manufacturer	Model No	
2022-01-01		2022-12-31			

Commodity Line Description: World wide web WWW site operation host services

Extended Description:

Legal Employer I-Sight Currently 31 users and license fee.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	81112105	0.00000		0.000000	27840.00
Service From		Service To	Manufacturer	Model No	
2022-01-01		2022-12-31			

Commodity Line Description: World wide web WWW site operation host services

Extended Description:

Legal Regulatory I-sight 32 users and license fee.

ORDER OF PRECEDENT AND MODIFICATION AGREEMENT

THIS ORDER OF PRECEDENT AND MODIFICATION AGREEMENT, (hereinafter "Agreement") by and between Customer Expressions Corp. (hereinafter "CEC") and State of West Virginia Insurance Commission (hereinafter "State"), (both referred to as "Parties"), is intended to identify the various documents that comprise the contract resulting from the Direct Award identified as INS2200000001 for i-Sight software subscription and maintenance ("New Contract"), to establish an order of precedence for the various documents, and to modify documents as necessary.

WHEREAS, the Parties entered into a one year contract on or about May 11, 2021, identified as CPO INS2100000002, Procurement Folder # 813721, for I-Sight software subscription and maintenance, with services set to expire January 1, 2022. (Prior Contract").

WHEREAS, the Parties desire to enter into the New Contract to obtain i-Sight software subscription and maintenance from January 1, 2022, until December 31, 2022, under the same terms and conditions as the Prior Contract.

NOW THEREFORE, the Parties hereto hereby agree as follows:

1. **Order of Precedence:** The Contract is comprised of the documents listed in this section. The terms and conditions contained in the various documents shall be interpreted according to the priority given to the document in the section. In that way, any terms and conditions contained in the first priority document shall prevail over conflicting terms in the second priority document, and so on.

Terms Agreement Documents:

- a. Order of Precedence and Modification Agreement (this document) - First Priority
- b. i-Sight Quote (Attached as Exhibit A) – Second Priority
- c. CPO INS2100000002, Procurement Folder # 813721 (Attached as Exhibit B) – Third Priority excluding the quote

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date of last signature below.

**STATE OF WEST VIRGINIA
INSURANCE COMMISSION**

By: 

Name: Jellal Hannon

Its: Procurement Office

Date: Dec 9 2021

CUSTOMER EXPRESSIONS CORP

By: 

Name: Joe Gerard

Its: CEO

Date: December 9 2021

EXHIBIT A



by Customer Expressions (CEC)

Case Management Application

Quote for

West Virginia Insurance Commission

Contact: Jakub Ficner

Phone: 613-244-5111 x 260

Email: jficner@i-sight.com

Website: www.i-Sight.com

Scope

Hosting, Maintenance, Technical Support and User Fees for i-Sight Case Management Solutions:

- Investigation Division
- Legal Employer System
- Legal Regulatory System

Pricing Overview

1. Licensing, Maintenance and Support Fees - Summary (USD)

WV IC CMS Costing	Max Users	Initial Period	Fee
Case Management Application			
WV Investigation Division	42	2022.01.01-2023.01.01	\$29,040
WV Legal Employer System	31	2022.01.01-2023.01.01	\$27,720
WV Legal Regulatory System	32	2022.01.01-2023.01.01	\$27,840
Total			\$84,600

EXHIBIT B



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia Purchase Order

Order Date: 05-11-2021

CORRECT ORDER NUMBER MUST APPEAR
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CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CPO 0704 7883 INS2100000002 1	Procurement Folder:	813721
Document Name:	I-Sight Software	Reason for Modification:	Award of CSSD INS2100000001
Document Description:	I-Sight Software		
Procurement Type:	Central Sole Source		
Buyer Name:	Joseph E Hager III		
Telephone:	(304) 558-2306		
Email:	joseph.e.hageriii@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000233172 CUSTOMER EXPRESSIONS CORP 2255 CARLING AVE STE 500 OTTAWA ON K2B 7Z5 CA Vendor Contact Phone: (613) 244-5111 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: John L Hannan Requestor Phone: (304) 558-6279 Requestor Email: John.L.Hannan@wv.gov
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INVOICE TO	SHIP TO
ACCOUNTS PAYABLE MANAGER OFFICES OF THE INSURANCE COMMISSIONER PO BOX 50540 CHARLESTON WV 25305-0540 US	OFFICES OF THE INSURANCE COMMISSIONER ONE PLAYERS CLUB DR CHARLESTON WV 25311 US

Total Order Amount: \$133,950.00

PURCHASING DIVISION AUTHORIZATION DATE: ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: ELECTRONIC SIGNATURE ON FILE
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Extended Description:

This Purchase Order constitutes the acceptance of contract made by and between the State of West Virginia by the Purchasing Director for the Agency, The West Virginia Offices of the Insurance Commissioner and the vendor, Customer Expressions Corp., for the purchase of housing, maintenance, technical support and user fees for I-Sight Cas Management Solutions per the specifications, terms and Conditions, and vendor submitted quote dated 3/3/2021 all incorporated herein by reference and made apart of as attached hereto.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81112105	0.00000		0.000000	45980.00
Service From	Service To	Manufacturer		Model No	
2021-01-01	2022-01-01				

Commodity Line Description: World wide web WWW site operation host services

Extended Description:

Investigations Division I-sigh: Currently 42 users and license fee.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	81112105	0.00000		0.000000	43890.00
Service From	Service To	Manufacturer		Model No	
2021-01-01	2022-01-01				

Commodity Line Description: World wide web WWW site operation host services

Extended Description:

Legal Employer I-Sight Currently 31 users and license fee.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	81112105	0.00000		0.000000	44080.00
Service From	Service To	Manufacturer		Model No	
2021-01-01	2022-01-01				

Commodity Line Description: World wide web WWW site operation host services

Extended Description:

Legal Regulatory I-sight 32 users and license fee.

ORDER OF PRECEDENCE AND MODIFICATION AGREEMENT

THIS ORDER OF PRECEDENCE AND MODIFICATION AGREEMENT, (hereinafter "Agreement") by and between Customer Expressions Corp. (hereinafter "CEC") and the State of West Virginia Insurance Commission (hereinafter "State"), (both referred to as "Parties"), is intended to identify the various documents that comprise the contract resulting from the Direct Award identified as INS2100000001 for i-Sight software subscription and Maintenance ("Contract"), to establish an order of precedence for the various documents, and to modify documents as necessary.

NOW THEREFORE, the Parties hereto hereby agree as follows:

1. **Order of Precedence:** The Contract is comprised of the documents listed in this section. The terms and conditions contained in the various documents shall be interpreted according to the priority given to the document in this section. In that way, any terms and conditions contained in the first priority document shall prevail over conflicting terms in the second priority document, and so on.

Terms Agreement Documents:

- a. **Order of Precedence and Modification Agreement** (this document) – First Priority
- b. **WV-96** (Attached as Exhibit A) – Second Priority
- c. **State of West Virginia Software as a Service Addendum** (Attached as Exhibit B) – Third Priority
- d. **State of West Virginia General Terms and Conditions** (Attached as Exhibit C) – Fourth Priority
- e. **CEC Quote** (Attached as Exhibit D) – Fifth Priority
- f. **Other CEC Documents** (Attached as Exhibit E) – Sixth Priority

2. Modifications:

- a. **State of West Virginia General Terms and Conditions:** The State of West Virginia's General Terms and Conditions are modified as follows:
 - i. Term 11 entitled "LIQUIDATED DAMAGES" is removed in its entirety.
 - ii. Term 19 entitled "CANCELLATION" is modified by removing it in its entirety as this issue is addressed in the WV-96.
 - iii. Term 36 entitled "INDEMNIFICATION" is modified by adding "Subject to the scope of Vendor's insurance coverage," to the beginning of the term.
 - iv. Term 41 entitled "BACKGROUND CHECK" is modified by removing it in its entirety and replacing it with the following:


"41. **BACKGROUND CHECK:** The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical data based upon the results of a background check."

b. **State of West Virginia Software As A Service Addendum:** The State of West Virginia's Software As A Service Addendum is modified as follows:

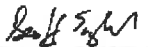
- i. Subsection d.), dealing with PCI data, of the term entitled "**3. Data Protection and Privacy:**" is removed in its entirety.
- j. The term entitled "**4. Security Incident or Data Breach Notification:**" is modified by replacing the word "immediately" in subsection (c) with the phrase "notify the State within 24 hours to".

IN WITNESS WHEREOF, the Parties have entered into this Terms Agreement as of the date of the last signature below.

**STATE OF WEST VIRGINIA
INSURANCE COMMISSION**

By: 
Name: John H. Danner
Its: Procurement Officer
Date: April 22, 2021

CUSTOMER EXPRESIONS CORP

DocuSigned by:

By: 96698A383A854DB...
Name: Geoff English
Its: CFO
Date: 2021-04-21

DocuSign Envelope ID: EE8EBD1D-9575-420C-B954-AA12976EC99A

EXHIBIT A

WV-96
1/1/2019

**STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"): *Insurance Commissioner*
Vendor: *Customer Expressions Corp.*
Contract/Lease Number ("Contract"): *CPO INS 2100000002*
Commodity/Service: *I-Sight Software*

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominant over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.
Any language imposing any interest or charges due to late payment is deleted.
3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.
Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.
Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.
Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

WV-96
1/1/2019

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-6-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.
- Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *italics* to identify language being added and ~~strikethrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: WV Office of the

By: [Signature]

Printed Name: Debra K. [Signature]

Title: Procurement Officer

Date: April 22, 2021

Vendor: Customer Expressions Corporation

DocuSigned by:

By: [Signature]

Printed Name: Geoff English

Title: CFO

Date: 2021-04-21

EXHIBIT B

Version 11-1-19

Software as a Service Addendum

1. Definitions:

Acceptable alternative data center location means a country that is identified as providing equivalent or stronger data protection than the United States, in terms of both regulation and enforcement. DLA Piper's Privacy Heatmap shall be utilized for this analysis and may be found at <https://www.dlapiperdataprotection.com/index.html?t=world-map&c=US&c2=IN>.

Authorized Persons means the service provider's employees, contractors, subcontractors or other agents who have responsibility in protecting or have access to the public jurisdiction's personal data and non-public data to enable the service provider to perform the services required.

Data Breach means the unauthorized access and acquisition of unencrypted and unredacted personal data that compromises the security or confidentiality of a public jurisdiction's personal information and that causes the service provider or public jurisdiction to reasonably believe that the data breach has caused or will cause identity theft or other fraud.

Individually Identifiable Health Information means information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Non-Public Data means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the public jurisdiction because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Personal Data means data that includes information relating to a person that identifies the person by first name or first initial, and last name, and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, state identification card); financial account information, including account number, credit or debit card numbers; or protected health information (PHI).

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.

Version 11-1-19

Public Jurisdiction means any government or government agency that uses these terms and conditions. The term is a placeholder for the government or government agency.

Public Jurisdiction Data means all data created or in any way originating with the public jurisdiction, and all data that is the output of computer processing or other electronic manipulation of any data that was created by or in any way originated with the public jurisdiction, whether such data or output is stored on the public jurisdiction's hardware, the service provider's hardware or exists in any system owned, maintained or otherwise controlled by the public jurisdiction or by the service provider.

Public Jurisdiction Identified Contact means the person or persons designated in writing by the public jurisdiction to receive security incident or breach notification.

Restricted data means personal data and non-public data.

Security Incident means the actual unauthorized access to personal data or non-public data the service provider believes could reasonably result in the use, disclosure or theft of a public jurisdiction's unencrypted personal data or non-public data within the possession or control of the service provider. A security incident may or may not turn into a data breach.

Service Provider means the contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.

Software-as-a-Service (SaaS) means the capability provided to the consumer to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

2. Data Ownership: The public jurisdiction will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access public jurisdiction user accounts or public jurisdiction data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the public jurisdiction's written request.

3. Data Protection and Privacy: Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of public jurisdiction information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of public jurisdiction information and comply with the following conditions:

- a) The service provider shall implement and maintain appropriate administrative, technical and physical security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. In Appendix A,

Version 11-1-19

the public jurisdiction shall indicate whether restricted information will be processed by the service provider. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind. The service provider shall ensure that all such measures, including the manner in which personal data and non-public data are collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Addendum and shall survive termination of the underlying contract.

- b) The service provider represents and warrants that its collection, access, use, storage, disposal and disclosure of personal data and non-public data do and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations, policies and directives.
- c) The service provider shall support third-party multi-factor authentication integration with the public jurisdiction third-party identity provider to safeguard personal data and non-public data.
- d) If, in the course of its engagement by the public jurisdiction, the service provider has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, the service provider shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the service provider's sole cost and expense. All data obtained by the service provider in the performance of this contract shall become and remain the property of the public jurisdiction.
- e) All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of the personal data.
- f) Unless otherwise stipulated, the service provider shall encrypt all non-public data at rest and in transit, in accordance with recognized industry practice. The public jurisdiction shall identify data it deems as non-public data to the service provider.
- g) At no time shall any data or process — that either belong to or are intended for the use of a public jurisdiction or its officers, agents or employees — be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the public jurisdiction.
- h) The service provider shall not use or disclose any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.
- i) Data Location. For non-public data and personal data, the service provider shall provide its data center services to the public jurisdiction and its end users solely from data centers in the U.S. Storage of public jurisdiction data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to store public jurisdiction data on portable devices, including personal computers, except for devices that are used and kept only at its

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U.S. data centers. With agreement from the public jurisdiction, this term may be met by the service provider providing its services from an acceptable alternative data center location, which agreement shall be stated in Appendix A. The Service Provider may also request permission to utilize an acceptable alternative data center location during a procurement's question and answer period by submitting a question to that effect. The service provider shall permit its personnel and contractors to access public jurisdiction data remotely only as required to provide technical support.

4. Security Incident or Data Breach Notification: The service provider shall inform the public jurisdiction of any confirmed security incident or data breach.

- a) **Incident Response:** The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as defined by law or contained in the contract. Discussing security incidents with the public jurisdiction shall be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes defined by law or contained in the contract.
- b) **Security Incident Reporting Requirements:** The service provider shall report a confirmed Security Incident as soon as practicable, but no later than twenty-four (24) hours after the service provider becomes aware of it, to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and (3) the public jurisdiction point of contact for general contract oversight/administration. The following information shall be shared with the public jurisdiction: (1) incident phase (detection and analysis; containment, eradication and recovery; or post-incident activity), (2) projected business impact, and, (3) attack source information.
- c) **Breach Reporting Requirements:** Upon the discovery of a data breach or unauthorized access to non-public data, the service provider shall immediately report to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and the public jurisdiction point of contact for general contract oversight/administration.

5. Breach Responsibilities: This section only applies when a data breach occurs with respect to personal data within the possession or control of the service provider.

- a) Immediately after being awarded a contract, the service provider shall provide the public jurisdiction with the name and contact information for an employee of service provider who shall serve as the public jurisdiction's primary security contact and shall be available to assist the public jurisdiction twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a data breach. The service provider may provide this information in Appendix A.

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- b) Immediately following the service provider's notification to the public jurisdiction of a data breach, the parties shall coordinate cooperate with each other to investigate the data breach. The service provider agrees to fully cooperate with the public jurisdiction in the public jurisdiction's handling of the matter, including, without limitation, at the public jurisdiction's request, making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law and regulation.
- c) Within 72 hours of the discovery, the service provider shall notify the parties listed in 4(c) above, to the extent known: (1) date of discovery; (2) list of data elements and the number of individual records; (3) description of the unauthorized persons known or reasonably believed to have improperly used or disclosed the personal data; (4) description of where the personal data is believed to have been improperly transmitted, sent, or utilized; and, (5) description of the probable causes of the improper use or disclosure.
- d) The service provider shall (1) cooperate with the public jurisdiction as reasonably requested by the public jurisdiction to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and prevent any further data breach at the service provider's expense in accordance with applicable privacy rights, laws and regulations and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- e) If a data breach is a direct result of the service provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state or federal law; (3) a credit monitoring service (4) a website or a toll-free number and call center for affected individuals required by state law — all not to exceed the average per record per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach (or other similar publication if the named publication has not issued an updated average per record per cost in the last 5 years at the time of the data breach); and (5) complete all corrective actions as reasonably determined by service provider based on root cause. The service provider agrees that it shall not inform any third party of any data breach without first obtaining the public jurisdiction's prior written consent, other than to inform a complainant that the matter has been forwarded to the public jurisdiction's legal counsel and/or engage a third party with appropriate expertise and confidentiality protections for any reason connected to the data breach. Except with respect to where the service provider has an independent legal obligation to report a data breach, the service provider agrees that the public jurisdiction shall have the sole right to determine: (1) whether notice of the data breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others, as required by law or regulation, or otherwise in the public jurisdiction's discretion; and (2) the contents of such notice, whether any

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type of remediation may be offered to affected persons, and the nature and extent of any such remediation. The service provider retains the right to report activity to law enforcement.

6. Notification of Legal Requests: The service provider shall contact the public jurisdiction upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the public jurisdiction's data under this contract, or which in any way might reasonably require access to the data of the public jurisdiction. The service provider shall not respond to subpoenas, service of process and other legal requests related to the public jurisdiction without first notifying the public jurisdiction, unless prohibited by law from providing such notice.

7. Termination and Suspension of Service:

- a) In the event of a termination of the contract, the service provider shall implement an orderly return of public jurisdiction data within the time period and format specified in the contract (or in the absence of a specified time and format, a mutually agreeable time and format) and after the data has been successfully returned, securely and permanently dispose of public jurisdiction data.
- b) During any period of service suspension, the service provider shall not take any action to intentionally erase any public jurisdiction data.
- c) In the event the contract does not specify a time or format for return of the public jurisdiction's data and an agreement has not been reached, in the event of termination of any services or agreement in entirety, the service provider shall not take any action to intentionally erase any public jurisdiction data for a period of:
 - 10 days after the effective date of termination, if the termination is in accordance with the contract period
 - 30 days after the effective date of termination, if the termination is for convenience
 - 60 days after the effective date of termination, if the termination is for cause

After such period, the service provider shall have no obligation to maintain or provide any public jurisdiction data and shall thereafter, unless legally prohibited, delete all public jurisdiction data in its systems or otherwise in its possession or under its control.

- d) The public jurisdiction shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the Contract.
- e) The service provider shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the public jurisdiction. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the public jurisdiction.

8. Background Checks: The service provider shall conduct criminal background checks in compliance with W.Va. Code §15-2D-3 and not utilize any staff to fulfill the obligations

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of the contract, including subcontractors, who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The service provider shall promote and maintain an awareness of the importance of securing the public jurisdiction's information among the service provider's employees and agents.

9. Oversight of Authorized Persons: During the term of each authorized person's employment or engagement by service provider, service provider shall at all times cause such persons to abide strictly by service provider's obligations under this Agreement and service provider's standard policies and procedures. The service provider further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of personal data by any of service provider's officers, partners, principals, employees, agents or contractors.

10. Access to Security Logs and Reports: The service provider shall provide reports to the public jurisdiction in CSV format agreed to by both the service provider and the public jurisdiction. Reports shall include user access (successful and failed attempts), user access IP address, user access history and security logs for all public jurisdiction files and accounts related to this contract.

11. Data Protection Self-Assessment: The service provider shall perform a Cloud Security Alliance STAR Self-Assessment by completing and submitting the "Consensus Assessments Initiative Questionnaire" to the Public Jurisdiction Identified Contact. The service provider shall submit its self-assessment to the public jurisdiction prior to contract award and, upon request, annually thereafter, on the anniversary of the date of contract execution. Any deficiencies identified in the assessment will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

12. Data Center Audit: The service provider shall perform an audit of its data center(s) at least annually at its expense and provide a redacted version of the audit report upon request. The service provider may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit. Any deficiencies identified in the report or approved equivalent will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

13. Change Control and Advance Notice: The service provider shall give 30 days, advance notice (to the public jurisdiction of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics.

14. Security:

- a) At a minimum, the service provider's safeguards for the protection of data shall include: (1) securing business facilities, data centers, paper files, servers, back-up

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systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (2) implementing network, device application, database and platform security; (3) securing information transmission, storage and disposal; (4) implementing authentication and access controls within media, applications, operating systems and equipment; (5) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (6) providing appropriate privacy and information security training to service provider's employees.

- b) The service provider shall execute well-defined recurring action steps that identify and monitor vulnerabilities and provide remediation or corrective measures. Where the service provider's technology or the public jurisdiction's required dependence on a third-party application to interface with the technology creates a critical or high risk, the service provider shall remediate the vulnerability as soon as possible. The service provider must ensure that applications used to interface with the service provider's technology remain operationally compatible with software updates.
- c) Upon the public jurisdiction's written request, the service provider shall provide a high-level network diagram with respect to connectivity to the public jurisdiction's network that illustrates the service provider's information technology network infrastructure.

15. Non-disclosure and Separation of Duties: The service provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of public jurisdiction data to that which is absolutely necessary to perform job duties.

16. Import and Export of Data: The public jurisdiction shall have the ability to securely import, export or dispose of data in standard format in piecemeal or in entirety at its discretion without interference from the service provider. This includes the ability for the public jurisdiction to import or export data to/from other service providers identified in the contract (or in the absence of an identified format, a mutually agreeable format).

17. Responsibilities: The service provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the cloud services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the service provider.

18. Subcontractor Compliance: The service provider shall ensure that any of its subcontractors to whom it provides any of the personal data or non-public data it receives hereunder, or to whom it provides any personal data or non-public data which the service provider creates or receives on behalf of the public jurisdiction, agree to the restrictions, terms and conditions which apply to the service provider hereunder.

19. Right to Remove Individuals: The public jurisdiction shall have the right at any time to require that the service provider remove from interaction with public jurisdiction any

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service provider representative who the public jurisdiction believes is detrimental to its working relationship with the service provider. The public jurisdiction shall provide the service provider with notice of its determination, and the reasons it requests the removal. If the public jurisdiction signifies that a potential security violation exists with respect to the request, the service provider shall immediately remove such individual. The service provider shall not assign the person to any aspect of the contract without the public jurisdiction's consent.

20. Business Continuity and Disaster Recovery: The service provider shall provide a business continuity and disaster recovery plan executive summary upon request. Lack of a plan will entitle the public jurisdiction to terminate this contract for cause.

21. Compliance with Accessibility Standards: The service provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.

22. Web Services: The service provider shall use web services exclusively to interface with the public jurisdiction's data in near real time when possible.

23. Encryption of Data at Rest: The service provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data.

24. Subscription Terms: Service provider grants to a public jurisdiction a license to:

- a. Access and use the service for its business purposes;
- b. For SaaS, use underlying software as embodied or used in the service; and
- c. View, copy, upload, download (where applicable), and use service provider's documentation.

25. Equitable Relief: Service provider acknowledges that any breach of its covenants or obligations set forth in Addendum may cause the public jurisdiction irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the public jurisdiction is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the public jurisdiction may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Addendum to the contrary.

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AGREED:

Name of Agency: Office of the
Indigenous Commission

Signature: [Signature]

Title: Procurement Officer

Date: April 22, 2021

Name of Vendor: Customer Expressions Corporation
DocuSigned by:

Signature: [Signature]
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Title: CFO

Date: 2021-04-21

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Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. Required information not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Service Provider/Vendor: Customer Expressions Corporation

Name of Agency: WV offices of the Insurance Commission

Agency/public jurisdiction's required information:

1. Will restricted information be processed by the service provider?
Yes ☐
No ☒
2. If yes to #1, does the restricted information include personal data?
Yes ☐
No ☐
3. If yes to #1, does the restricted information include non-public data?
Yes ☐
No ☐
4. If yes to #1, may the service provider store public jurisdiction data in a data center in an acceptable alternative data center location, which is a country that is not the U.S.?
Yes ☐
No ☐
5. Provide name and email address for the Department privacy officer:

Name: Victor Mullins

Email address: Victor.A.mullins@wv.gov

Vendor/Service Provider's required information:

6. Provide name and contact information for vendor's employee who shall serve as the public jurisdiction's primary security contact:

Name: Jason Victor

Email address: jvictor@i-sight.com

Phone Number: 613-327-0776

EXHIBIT C

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

Initial Contract Term: Initial Contract Term: This Contract becomes effective on _____ and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☒ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☒ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancellation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

- ☒ **Commercial General Liability Insurance** in at least an amount of: One Million Dollars per occurrence.
- ☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.
- ☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- ☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- ☒ **Cyber Liability Insurance** in an amount of: One Million Dollars per occurrence.
- ☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- ☐ **Pollution Insurance** in an amount of: _____ per occurrence.
- ☐ **Aircraft Liability** in an amount of: _____ per occurrence.
- ☐
- ☐
- ☐
- ☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____

☐ Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wy.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing_requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 01/09/2020

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

"substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title) Geoff English

(Printed Name and Title)

500-2255 Carling Ave, Ottawa, On, Canada, K2B 7Z5

(Address)

613-244-5111

(Phone Number) / (Fax Number)

genglish@i-sight.com

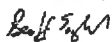
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Customer Expressions Corporation

(Company)

DocuSigned by:



(Authorized Signature) (Representative Name, Title)

Geoff English

(Printed Name and Title of Authorized Representative)

2021-04-21

(Date)

613-244-5111

(Phone Number) (Fax Number)

..E

EXHIBIT D



by Customer Expressions (CEC)

Case Management Application

Quote for

West Virginia Insurance Commission

Contact: **Jakub Ficner**

Phone: **613-244-5111 x 260**

Email: **jficner@i-sight.com**

Website: **www.i-Sight.com**



Scope

Hosting, Maintenance, Technical Support and User Fees for i-Sight Case Management Solutions:

- Investigation Division
- Legal Employer System
- Legal Regulatory System

Pricing Overview

1. Licensing, Maintenance and Support Fees - Summary (USD)

WV IC CMS Costing	Users	Initial Period*	Year 1
Case Management Application			
WV Investigation Division	42	2021.01.01-2022.01.01	\$45,980
WV Legal Employer System	31	2021.01.01-2022.01.01	\$43,890
WV Legal Regulatory System	32	2021.01.01-2022.01.01	\$44,080
Total			\$133,950

*Prorated Year 1 to cover period from 2020.06.01 – 2022-01.01

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EXHIBIT E

I-SIGHT HOSTED SERVICES AND ACCESS AGREEMENT

between
~<customer name>
<customer name and complete address>
Fax: ~
(Hereinafter called the "Customer")
and

Customer Expressions Corporation d/b/a I-Sight
2255 Carling Avenue, Suite 600, Ottawa, Ontario, K2B 7Z6
Fax: (613) 244-3303
(Hereinafter called the "Service Provider" or "CEC")

1. Terms of Use

- 1.1. This I-Sight Hosted Service and Access Agreement (the "Agreement") is a legal agreement between the Customer and the Service Provider for hosted software application and services that allow users to access a web based software application known as I-Sight ("Hosted Application Services").
- 1.2. "Hosted Application" includes non-pre-packaged computer software, its related modules, data storage mechanisms, databases and related designs, printed materials, and online or electronic documentation including the I-Sight Process map, all as described in Schedule "A".
- 1.3. "Service Provider" includes affiliates, officers, directors, employees, consultants and agents.
- 1.4. The Support Procedure is set out in Schedule "C" to this Agreement.
- 1.5. By subscribing to, or using the Hosted Application and the Hosted Application Services, the Customer agrees to be bound by the terms of this Agreement.

2. Ownership of Intellectual Property

- 2.1. All rights, title to, and ownership interest in the Hosted Application and the Hosted Application Services including all intellectual property rights shall remain vested in the Service Provider. The Service Provider is the sole owner of all intellectual property rights pertaining to the Hosted Application and the Hosted Application Services, whether modified or in its original form.

3. Grant of Access & Use

- 3.1. Upon receipt of sufficient and valuable consideration as set out in section 4 herein, this Agreement grants the Customer a limited right to access and to use the Hosted Application for the Hosted Application Services that the Customer has subscribed to, as set out in Schedule "A" to this Agreement. For greater certainty, except as expressly set out in this Agreement, the Service Provider grants the Customer a limited non-exclusive, non-transferable right to create non-transferable passwords to access the Hosted Application, data files and the associated materials that constitute the Hosted Application Services. The Customer agrees to access the Hosted Application and the Hosted Application Services using a supported web browser. This includes the most recent stable versions of Chrome, Firefox, Safari, Edge and Microsoft Internet Explorer 11 or newer.
- 3.2. The Customer is responsible for all uses of the Customer's account including content created by the Customer, published and/or communicated when using the Service Provider's services as well as the consequences of any such content or communication, whether or not actually or expressly authorized by the Customer.
- 3.3. The Customer retains ownership of all Customer's data, created or otherwise provided by the Customer, while properly accessing the Hosted Application Services under the Customer's login ID.

4. Billing & Taxes

- 4.1. All prices, currency and payment schedules are set out in Schedule "B" and "B.1" (Implementation and Billing Schedule) to this Agreement.
- 4.2. The Service Provider will bill and/or debit the Customer's account at the time of the initial order, and upon commencement of each billing period thereafter.
- 4.3. All prices quoted are exclusive of taxes. The Customer shall be responsible for paying all present and future applicable taxes of any nature including but not limited to goods and services taxes or and value added taxes payable by reason of this Agreement, which become due with regard to the Service Provider for Hosted Application Services, except for taxes on the Service Provider's income, assets or capital, irrespective of which party may be responsible for reporting or collecting such taxes.

5. Order Acceptance, Payment and Interest

- 5.1. All orders are subject to acceptance by the Service Provider.

5.2. Should payment in full of any invoice issued pursuant to this Agreement not be received by the Service Provider within thirty (30) days after issuance, the Service Provider may impose a debt service charge amounting to one percent (1%) of the overdue balance for each month or fraction thereof the overdue amount remains unpaid. In the event that any amount remains unpaid thirty (30) days after presentation of invoice, the Customer acknowledges the unauthorized access and use of the Hosted Application and the Hosted Application Services and that consequently the Service Provider may discontinue, withhold, or suspend services to the Customer. The Customer agrees to pay the Service Provider's costs that are reasonably and necessarily incurred in collecting the amount owed.

- 5.3. Subject to Schedule "B.1", the Hosted Application and the Hosted Application Services (the "Effective Acceptance Date") shall be deemed to have been accepted by the Customer upon the first to occur of the following: (a) upon move of the Hosted Application or the Hosted Application Services from a test environment to a production and operational environment; or (b) upon the completion of a formal acceptance test which formal acceptance test shall be conducted on the following terms: (i) the Service Provider shall notify the Customer in writing that the Hosted Application and the Hosted Application Services are ready for acceptance; (ii) upon receipt of such notice the Customer shall test the Hosted Application and the Hosted Application Service in a manner it deems appropriate for a period not to exceed three (3) calendar weeks; (iii) upon the expiration of such three (3) week period the Customer shall either certify to the Service Provider that the Hosted Application Service is accepted or without delaying the payment deadline set out in Schedule "B.1" deliver to the Service Provider a written description of any specific claimed defects in the Hosted Application Service, which defects shall be limited to the failure of the Hosted Application Service to conform to the specifications contained in Schedule "A" to this Agreement; (iv) upon receipt of such written description the Service Provider shall determine whether any of such claimed defects are bona fide defects, and if so shall proceed immediately to remedy the same, whereupon the formal acceptance test procedure may again be run. Certification by the Customer that the Hosted Application Service System is accepted, or in the absence of such certification, the failure of the Customer to provide the Service Provider within three (3) weeks with a written description of bona fide defects, shall constitute completion of the formal acceptance test.

6. Effective Date, Duration & Renewal

- 6.1. This Agreement shall be effective as of the date on which the last signature of the Service Provider or the Customer is affixed hereto ("Contract Signing").
- 6.2. The duration and renewal periods for this Agreement shall be calculated from the Effective Acceptance Date.
- 6.3. This Agreement is for an initial term set out in Schedule "B" (the "Term") and is deemed to be automatically renewed for a further and the same term upon payment by the Customer of the renewal invoice, subject to termination under Section 10.
- 6.4. Renewal fees will be automatically invoiced to the Customer at the end of the Term. By renewal of the Hosted Application Services, the Customer agrees to be bound by to terms of the Agreement, as amended, if applicable.

7. Limitation of Obligations and Liability

- 7.1. The Service Provider will utilize commercially reasonable efforts using proper and standard security to cause the Hosted Application or the Hosted Application Services to perform in accordance with the documentation including backups and the specifications forming part thereof. Except as expressly set out in Schedule "C" of this Agreement,

I-SIGHT HOSTED SERVICES AND ACCESS AGREEMENT

the Service Provider shall not be liable to the Customer or any of the Customer's clients or end users for any direct, indirect incidental, special, exemplary, or consequential claims or damages (including without limitation lost profits), however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise), even if advised of the possibility of such claims or damages. If for any reason, the Service Provider is found to be liable notwithstanding the above, the Customer agrees and acknowledges that the Service Provider's liability to the Customer, and any end user of the Hosted Application Services provided by the Service Provider is limited to the amount paid to and received by the Service Provider for access to and use of the Hosted Application Services for a period of not more than twelve (12) months prior to the outage.

- 7.2. The parties mutually agree to indemnify, defend and hold harmless each other from any and all third party claims, liability, damages and/or costs (including, but not limited to attorneys fees) arising from the use of the Hosted Application or the Hosted Application Services in violation of the terms of this Agreement or the other party's infringement, or infringement by any other user of the Customer's account, of any intellectual property or other right of any person or entity.

8. Force Majeure

- 8.1. Neither party shall be liable for any failure or delay in performance to the extent caused by causes beyond its reasonable control, including, without limitation, labour disputes, fire or other casualties, weather or natural disasters, damage to facilities, or the conduct of third parties beyond the reasonable control of a party ("Force Majeure"). In the event such failure or delay exceeds a consecutive period of two (2) months, either party may terminate this Agreement by written notice to the other.

9. Confidentiality

- 9.1. Both the Customer and Service Provider acknowledge that by reason of their relationship, they may have access to certain information and materials related to each others business, plans, customers, software technology, and marketing strategies that is confidential and of substantial value, which value would be impaired if such information were disclosed to third parties. Both the Customer and Service Provider agree that they will not use in any way neither for their own account nor for the account of any third party, nor disclose to any third party, any such information revealed to them by the other as such, without express written permission from the other.

10. Termination

- 10.1. Either party may terminate (or, in the case of the Service Provider at its sole discretion temporarily suspend the operation of) this Agreement if the other party defaults in the performance of any of its material obligations under this Agreement on thirty (30) days written notice if the default is not capable of being remedied.
- 10.2. This Agreement may be terminated by the Service Provider, upon prior written notice of five (5) business days, to the Customer, if fees cease to be paid as required under this Agreement.

11. Jurisdiction, Partial Invalidity, Entire Agreement

- 11.1. Subject to the incontestability and validity of sections 7.1 and 7.2, this Agreement and the parties' obligations hereunder will be governed, construed, and enforced in accordance with the laws of the province of Ontario and the federal laws of Canada applicable herein, if the defendant is the Service Provider, and with the laws of the United States and the State of _____, if the defendant is the Customer without giving effect to its choice of law rules.
- 11.2. If for any reason a court of competent jurisdiction finds sections 7.1 or 7.2 or both of this Agreement to be invalid, illegal or unenforceable, such provision or portion shall be construed and governed according to the laws of Ontario even if the remainder of this Agreement continues in full force and effect.
- 11.3. If for any reason any court of competent jurisdiction finds any provision or portion of this Agreement (other than sections 7.1 or 7.2) to be invalid, illegal or unenforceable, such provision or portion shall be construed and governed according to the laws of Ontario, if the defendant is the Service Provider, and with the laws of _____, if the defendant is the Customer, even if the remainder of this Agreement will or may continue in full force and effect.
- 11.4. This Agreement, including the schedules hereto, constitutes the entire Agreement between the parties with respect to the subject matter hereof

and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of this Agreement will be effective only if in writing and signed by the party granting the waiver.

- 11.5. Notices shall be by personal delivery, by facsimile (with transmission confirmation) or by first class mail (postage prepaid) and be addressed to the parties at the following addresses:

	Customer Expressions Corp. 2255 Caring Ave, Suite 500 Ottawa, Ontario K2B 7Z5
Attention:	Attention: Contracts Admin.
Phone #:	Phone #: (613) 244-5111
Fax #:	Fax #: (613) 244-3503

- 11.6. All additions or modifications to this Agreement must be made in writing and must be signed by both parties. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver of such right, power or privilege. The relationship of the parties is that of independent contractors and not that of employee, agent, joint venture or partner.

- 11.7. This Agreement shall be deemed to be executed when signed by both parties.

12. Authorization

- 12.1. Signing this form confirms that (i) each person signing is authorized on behalf of their respective parties, to enter into and bind their respective parties to this Agreement and (ii) each person on behalf of their respective parties accepts the terms of this Agreement.

On behalf of State of WV Office of the
Insurance Commissioner

John Hartman
Name (please print)

Procurement Officer
Position

[Signature]
Signature

4/22/2021
Date

On behalf of Customer Expressions Corporation d/b/a I-Sight:

Geoff English

Name (please print)

CFO

Position

DocuSigned by:

[Signature]
Signature

2021-04-21

Date

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I-SIGHT HOSTED SERVICES AND ACCESS AGREEMENT

Schedule "C" to the I-Sight Hosted Services and Access Agreement Service Level Agreement

1. DEFINITIONS

In this Schedule C the following definitions will apply:

- 1.1 "Authorized User" means a user of the system as referred to in Schedule B of this Agreement.
- 1.2 "Documentation" means the Statement of Work or Business Requirements Document.
- 1.3 "Downtime" means that the "Services" (I-Sight Application or Hosted Application Services) are not accessible to Authorized Users, provided that, where Authorized Users are not able to access the Services owing to System Maintenance or a failure or defect that is not on the part of the Services, such inability shall not of itself constitute "Downtime". For purposes of the foregoing, "unable to access" shall mean loss of connectivity by Customer to the Hosted Application Services due to reasons which are not beyond CEC's control as stipulated in Section Error! Reference source not found. of the Agreement. Problems with Customer's personal computers or the network between Customer and CEC's Internet server hosting facility will be deemed to be beyond CEC's control. Problems with CEC's software and hardware, shall be deemed to be within the CEC's control. CEC does not monitor and makes no representations or warranties regarding data transmissions over the Internet.
- 1.4 "Downtime Minutes" means the sum of the minutes of Downtime.
- 1.5 "Downtime Incident" means an occasion when Downtime occurs.
- 1.6 "Services" means the I-Sight Application or Hosted Application Services as previously defined in this Agreement.
- 1.7 "Service Level Requirements" means the agreed on-line availability being measured in s. 3.1.
- 1.8 "System Maintenance" means maintenance of the Services, including maintaining and upgrading software and hardware. System Maintenance is not Downtime.
- 1.9 "Uptime" means time when either:
- i. the Services are scheduled to be accessible to Authorized Users; or
 - ii. the Services are scheduled for System Maintenance.
- 1.10 "Uptime Minutes" means minutes that are included in Uptime.
- 1.11 "Uptime Percentage" means the product of:
- $$\frac{[(\text{Uptime Minutes} - \text{Downtime Minutes}) \text{ divided by } (\text{Uptime Minutes})] \text{ times } 100}{}$$

2. CONDITIONS TO SERVICE LEVEL REQUIREMENTS

The following conditions will apply to the Service Level Requirements:

- 2.1 Measurement Interval: Service Level Requirements will be measured on a monthly basis.
- 2.2 Data Capture: CEC will use appropriate tools and problem-tracking systems to capture and record the data needed to measure and report on its performance against the Service Level Requirements.

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3. SERVICE LEVELS:

3.1 On-Line Availability:

Service Level Requirement: CEC will achieve an on-line availability of 99.7% or more for the Services calculated on a monthly basis.

Availability during each month will be calculated using the following formula:

Availability (Uptime Percentage) =

$\frac{[(\text{Uptime Minutes} - \text{Downtime Minutes}) \text{ divided by } (\text{Uptime Minutes})] \text{ times } 100}{100}$

3.2 Support and Maintenance

a) Errors and Error Correction

CEC will expend commercially reasonable efforts to provide an *Error Correction* designed to solve or bypass a reported *Error*. CEC shall reasonably determine the priority level of Errors. CEC uses the following protocols (all times shown reflect regular business hours of 8 am to 5 pm EST):

"Error" means a failure of the Services to conform to the specifications therefore as set forth in the Documentation resulting in the inability to Use the Hosted Application or a considerable restriction in Use of the Hosted Application. Errors are classed Severity 1, 2, 3, 4 or 5 as follows:

Severity 1:	Critical Business Impact – All Productive Activity Stopped	General I-Sight System Access Failure Reporting System Access/Update Failure Customer is unable to use Services or reasonably continue work using the Services in a production environment.
Severity 2:	Major Business Impact – Specific User Access Failure or System Upload Failure	Customer is unable to log into the application/reporting or requires access granted into the application/reporting. Upload failure regarding Attachments, Emails and SFTP Files
Severity 3:	Major Business Impact - Major Feature Failure or Performance Degradation	Critical components of the Services are not working properly while other areas of the Services are not impacted. Behavior has created a significant negative impact on the Customer's productivity or Customer service level.
Severity 4:	Minor Business Impact - Minor Feature Failure	Components of the Services not working properly, however, an alternative solution is available. <ul style="list-style-type: none"> • A non-essential feature of the Services is unavailable with no alternative solution. • Services behavior yields minimal loss of operational functionality or implementation resources. • Issue is isolated to a single User or Instance
Severity 5:	Minimal Business Impact – General Questions	<ul style="list-style-type: none"> • Services Information Request • Services Enhancement • Services Documentation Clarification

"Error Correction" means a Services modification or addition that, when made or added to the Services, corrects the Error, or a procedure or routine that, when observed in the regular operation of the Services, eliminates the practical adverse effect of the Error on end user and shall include all upgrades, updates,

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fixes, workarounds, and other modifications to the Services or to the Third-Party Software, other than Enhancements, which are made in order to correct Errors in the Services as defined herein.

A "Major Release" or "Version" is defined by the first number to the left of the first decimal point in the release number sequence. Major Releases do not include modules or add-on products that Customer has not contracted from CEC.

"Enhancement", "Update" or "Point Release" is defined by the release number immediately to the right of the first decimal point in the release number sequence.

CEC shall be responsible only for correcting Errors in the Hosted Application and the Hosted Application Services. CEC is not required to provide any maintenance support services relating to problems arising out of (i) the Customer's use of unsupported materials; (ii) changes to the Customer's operating system or environment which adversely affect the Hosted Application Services; (iii) any alterations of or additions to the Hosted Application Services performed by parties other than CEC or at the direction of CEC; (iv) use of the Hosted Application Services in a manner for which they were not designed; (v) accident, negligence, or misuse of the Hosted Application Services, except that of or caused by CEC; (vi) introduction by the Customer of data into any database used by the Hosted Application Services by any means other than the use of the Hosted Application Services; or (vii) use of the Hosted Application Services on equipment or in connection with third party software other than for which it was designed and access provided. If it is determined that the problem was not related to the supported Hosted Application or the Hosted Application Services, and the Customer requests CEC to do further work, then the Customer hereby agrees to pay reasonable travel and lodging expenses in addition to CEC's standard consulting rates. Travel time will be charged at consulting rates.

b) Support Procedure

The Service Level Objectives ("SLOs") stated below are targets and do not include or account for time waiting for further information from Customer or other delays outside of CEC's reasonable control. Time periods refer to operating hours from when the case is received or to business days. The SLOs assume that Customer has fulfilled all responsibilities described in this document and CEC Technical Support personnel have received all the requested technical information reasonably required to resolve the issue.

- i. **Initial Request for Support:** All support inquiries should be directed to the Support Portal below or the Support number.

- General Support: Support Portal
(<https://i-sight.atlassian.net/servicedesk/customer/portal/10>)

- Regular business hours are 8am – 5 pm EST

- Support number: 1-800-465-6089, reception will transfer your call accordingly

- Afterhours/Holidays please contact Support Portal and call: 1-800-465-6089 option 2

c) Code Level Fixes

- i. To ensure proper versioning and quality assurance, any code level fixes will be targeted and placed into User Acceptance Testing ("UAT") for customer review and sign off.
- ii. Code changes are scheduled and pushed within 2 weeks of UAT acceptance.

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d) SERVICE LEVEL OBJECTIVES (Regular Office Hours 8am – 5pm EST)

SERVICE LEVEL OBJECTIVES (SLO) MATRIX					
Severity Level	Incident Description	Initial Response Target	Workaround Target	Target	Environment
1	General Application Access Failure	60 minutes	8 hours	1 business day	Production
1	Reporting Application Update Failure	60 minutes	8 hours	1 business day	Production
2	Specific User Access Failure	4 business hours	1 business day	4 business days	Production
2	Application Upload Failure	4 business hours	1 business day	4 business days	Production
3	Application Functional Bug	4 business hours	2 business days	6 business days	UAT
3	Reporting Application Functional Bug	4 business hours	2 business days	6 business days	UAT
4	Specific User Functional Bug	4 business hours	3 business days	8 business days	UAT
5	Enhancement requested	Timeframe to be negotiated	n/a	n/a	
For Severity Level 2 through 4 please wait half an hour between each escalation					

e) SERVICE LEVEL OBJECTIVES (During Non-Regular Office Hours)

SERVICE LEVEL OBJECTIVES (SLO) MATRIX			
Severity Level	Incident Description	Initial Response Target	Workaround Target
1	General Application Access Failure	2 Hours	8 hours
1	Reporting Application Update Failure	2 Hours	8 hours
2	Specific User Access Failure	Next Business Day	n/a
2	Application Upload Failure	Next Business Day	n/a
3	Application Functional Bug	Next Business Day	n/a
3	Reporting Application Functional Bug	Next Business Day	n/a
4	Specific User Functional Bug	Next Business Day	n/a
5	Enhancement requested	Timeframe to be	n/a
For Severity Level 2 through 4 please wait half an hour between each escalation			

"Initial Response" is defined as contact by either email or phone by Support Personnel to gather additional information about a case, collect diagnostics, suggest workarounds, obtain reproduction data and/or gather configuration information.

"Workaround" A Workaround provides relief from the non-conforming product behavior. Relief may take the form of an alternate usage, a System configuration change, a patch and/or design approach, or information in the case of an information request.

f) System Maintenance

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"Maintenance Releases" are product releases containing corrections for non-conforming product behavior. Releases may or may not contain new functionality.

Maintenance Schedule: Routine Maintenance on Services is performed on Friday, Saturday or Sundays between 12:00 AM Eastern Time and 6:00 AM Eastern Time. This is a standing maintenance window CEC utilizes when needed and thus no maintenance notification is sent. If required CEC may also perform emergency maintenance on the Services. In this case customers are notified directly either by telephone if the maintenance needs to occur on the same day, or via email notification if the maintenance will occur on some other day than the Friday, Saturday or Sunday maintenance window.

g) Holiday Calendar

The following holidays are observed by CEC and during these times support will be governed by the SLO for non-regular office hours.

Holiday	2020	2021	2022	2023	2024	2025	2026
New Year's Day	Wed, Jan 1	Fri, Jan 1	Sat, Jan 1 Observed Mon, Jan 3	Sunday, Jan 1 Observed Mon, Jan 2	Mon, Jan 1	Wed, Jan 1	Thurs, Jan 1
Family Day (Third Monday in February)	Mon, Feb 17	Mon, Feb 15	Mon, Feb 21	Mon, Feb 20	Mon, Feb 19	Mon, Feb 17	Mon, Feb 16
Good Friday (Friday before Easter Sunday)	Fri, Apr 20	Fri, Apr 2	Fri, Apr 15	Fri, Apr 7	Fri, Mar 29	Fri, Apr 18	Fri, Apr 3
Victoria Day (Monday before May 25)	Mon, May 18	Mon, May 24	Mon, May 23	Mon, May 22	Mon, May 20	Mon, May 19	Mon, May 18
Canada Day	Wed, Jul 1	Thurs, Jul 1	Fri, Jul 1	Sat, Jul 1 Observed Mon, July 3	Mon, Jul 1	Tues, July 1	Wed, Jul 1
Civic Holiday (First Monday in August)	Mon, Aug 3	Mon, Aug 2	Mon, Aug 1	Mon, Aug 7	Mon, Aug 5	Mon, Aug 4	Mon, Aug 3
Labour Day (First Monday in September)	Mon, Sept 7	Mon, Sept 6	Mon, Sept 5	Mon, Sept 4	Mon, Sept 2	Mon, Sept 1	Mon, Sept 7
Thanksgiving Day (Second Monday in October)	Mon, Oct 12	Mon, Oct 11	Mon, Oct 10	Mon, Oct 9	Mon, Oct 14	Mon, Oct 13	Mon, Oct 12
Christmas Day	Fri, Dec 25	Sat, Dec 25 Observed Mon, Dec 28	Sun, Dec 25 Observed Mon, Dec 28	Mon, Dec 25	Wed, Dec 25	Thurs, Dec 25	Fri, Dec 25
Boxing Day	Sat, Dec 26 Observed Mon, Dec 27	Sun, Dec 26 Observed Tues, Dec 27	Mon, Dec 26 Observed Tues, Dec 27	Tues, Dec 26	Thurs, Dec 26	Fri, Dec 26	Sat, Dec 26 Observed Mon, Dec 28

4. Performance Credits

If a monthly report, based on the criteria stated above, shows that CEC has materially failed to meet the 99.7 Uptime Percentage SLA or the SLOs as stated above (whether by a failure of the Hosted Application or Hosted Application Services (Severity 1 issue), and upon request Customer shall be entitled to a credit equal to one percent of 1/12th of the annual Hosting Fee for each percent CEC is below the target. The credit will be applied to the next invoice.



CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS

State of West Virginia
2019 Washington Street, East, Bldg 15

Charleston WV POSTAL CODE 25305

2. INSURED'S FULL NAME AND MAILING ADDRESS

Customer Expressions Corporation and
Customer Expressions Inc.
2255 Carling Avenue, Suite 500

Ottawa Ontario POSTAL CODE K2B 7Z5

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)

Computer Software Designers
Crime Insurance - 5 Million Limit Beazley Canada Limited - Effective August 22/2020 - Expiry August 22/2021
Policy # 79600101
Primary & Non-Contributory Clause Included

4. COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input checked="" type="checkbox"/> EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> CROSS LIABILITY <input checked="" type="checkbox"/> WAIVER OF SUBROGATION <input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> POLLUTION LIABILITY EXTENSION <input checked="" type="checkbox"/> Contractual liability <input type="checkbox"/>	Beazley Canada Limited - 19651887	2020/02/09	2022/02/09	COMMERCIAL GENERAL LIABILITY	\$1,000	\$10,000,000
				BODILY INJURY AND PROPERTY DAMAGE LIABILITY		
				- GENERAL AGGREGATE		\$10,000,000
				- EACH OCCURRENCE		\$10,000,000
				PRODUCTS AND COMPLETED OPERATIONS AGGREGATE		\$10,000,000
				<input type="checkbox"/> PERSONAL INJURY LIABILITY		
				OR		
				<input checked="" type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY		\$10,000,000
				MEDICAL PAYMENTS		\$25,000
				TENANTS LEGAL LIABILITY		\$500,000
NON-OWNED AUTOMOBILES <input checked="" type="checkbox"/> HIRED AUTOMOBILES	Beazley Canada Limited - 19651887	2020/02/09	2022/02/09	NON-OWNED AUTOMOBILES		\$1,000,000
				HIRED AUTOMOBILES		
				BODILY INJURY AND PROPERTY DAMAGE COMBINED		
				BODILY INJURY (PER PERSON)		
AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE				BODILY INJURY (PER ACCIDENT)		
				PROPERTY DAMAGE		
				EACH OCCURRENCE		
				AGGREGATE		
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> Excess Liability	Evolution - EVO18831	2020/10/28	2022/02/09	Each Occurrence/Aggregate		\$20,000,000
OTHER LIABILITY (SPECIFY) <input checked="" type="checkbox"/> Errors and Omissions & Cyber	Beazley Canada Limited - 17600747	2020/02/09	2022/02/09		\$10,000	\$10,000,000
<input checked="" type="checkbox"/> Commercial Property All Risk Broad	Travelers Insurance - CCP1149070	2020/02/09	2022/02/09	Business Interruption Incl.	\$1,000	\$1,007,501

5. CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS

Gifford Carr Insurance Group (Ottawa West)
100 Terence Matthews Crescent

Kanata ON POSTAL CODE K2M 1P7

BROKER CLIENT ID: CUSTO-1

7. ADDITIONAL INSURED NAME AND MAILING ADDRESS

(Commercial General Liability- but only with respect to the operations of the Named Insured)

State of West Virginia
2019 Washington Street, East, Bldg 15

Charleston WV POSTAL CODE 25305

8. CERTIFICATE AUTHORIZATION

ISSUER Gifford Carr Insurance Group (Ottawa West)

AUTHORIZED REPRESENTATIVE Mandy Gilmour

CONTACT NUMBER(S)
TYPE Main NO. (613) 596-9101 TYPE Fax NO. (613) 596-6808
TYPE NO. TYPE NO.

SIGNATURE OF AUTHORIZED REPRESENTATIVE *Mandy Gilmour*

DATE May 11, 2021

EMAIL ADDRESS mgilmour@giffordcarr.ca