



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

State of West Virginia Contract

Order Date: 12-16-2021

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:	CCT 0210 4429 ISC2200000002 1	Procurement Folder:	764852A
Document Name:	Security/Privacy Training (OT22059)	Reason for Modification:	
Document Description:	Security/Privacy Training (OT22059)		
Procurement Type:	Central Contract - Fixed Amt		
Buyer Name:	Jessica L Hovanec		
Telephone:	304-558-2314		
Email:	jessica.l.hovanec@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2021-12-11
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-12-10

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VC0000073778 KnowBe4 Inc 33 N Garden Avenue Suite 1200 Clearwater FL 33755 US Vendor Contact Phone: 727-230-9203 Extension:	Requestor Name: Andrew C Lore Requestor Phone: 304-352-4944 Requestor Email: andrew.c.lore@wv.gov																				
Discount Details:	22 FILE LOCATION _____																				
<table><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr><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></table>			Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered		
		Discount Allowed	Discount Percentage	Discount Days																	
#1		No	0.0000	0																	
#2		Not Entered																			
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Total Order Amount: \$89,500.00

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION DATE: 12/16/2021 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: 1/11/2022 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: 1-12-22 ELECTRONIC SIGNATURE ON FILE
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Extended Description:

Security/Privacy Training (OT22059)

Whereas the State of West Virginia and MediaPro Holdings LLC (Vendor ID 000000230632) entered into a contract, CCT ISC2100000008, on 12/11/2020, and now that KnowBe4 Inc. has acquired MediaPro Holdings LLC, this contract is issued to reassign the contract to KnowBe4 Inc. according to all terms and conditions, specifications, and pricing contained in the Original Contract and subsequent Change Orders not modified herein.

Effective Dates: 12/11/2021 - 12/10/2022

Renewals Remaining: 2

All other provisions of the Original Contract and subsequent Change Orders not modified herein shall remain in full force and effect.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	43232502	1.00000	EA	89500.000000	\$89,500.00
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: Privacy and Cybersecurity Training Solution - Optional YR 2**Extended Description:**

Lump Sum Cost for Year Two Contract Services.

ORDER OF PRECEDENT AND MODIFICATION AMENDMENT

THIS ORDER OF PRECEDENT AND MODIFICATION AMENDMENT, (hereinafter "Amendment") by and between KnowBe4, Inc. (hereinafter "KnowBe4" or "Vendor") and the State of West Virginia Office of Technology (hereinafter "State"), (both referred to as "Parties"), is intended to modify the contract identified as CCT ISC2100000008 between MediaPro Holdings LLC and the State dated December 4, 2020, and encumbered on December 15, 2020 (the "MediaPro Contract").

Whereas, the State had previously entered into the MediaPro Contract to provide Security/Privacy Training.

Whereas, MediaPro Holdings, LLC has attempted to assign or otherwise convey its interest in the MediaPro Contract to KnowBe4.

Whereas, the State is willing to allow the assignment and extend the contractual relationship it had with MediaPro to KnowBe4.

Whereas, this document is intended to incorporate the terms required by KnowBe4 and modifications required by the State into the MediaPro 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 Contract document in this section.

Contract Documents:

- a. Order of Precedence and Modification Amendment (this document) – First Priority
- b. KnowBe4 Master Agreement (Attached as Exhibit A) – Second Priority
- c. MediaPro Contract (Attached as Exhibit B) – Third Priority

2. **Changes to Contract Documents:**


- a. **MediaPro Contract** – MediaPro is replaced with KnowBe4 as the vendor obligated to perform under the Contract.

3. **Additional Contract Terms.** The following additional terms are added to the Contract.

- a. **VOID CONTRACT CLAUSES** – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.
- b. **LATE PAYMENT PENALTIES** – Any language in any document imposing any interest or charges due to late payment is deleted.

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

STATE OF WEST VIRGINIA
Office of Technology

By: 

Name: Jennelle H. Jones

Its: Counsel

Date: Nov. 17, 2021

KnowBe4, Inc.

By: 
Lars Letonoff (Oct 27, 2021 14:34 EDT)

Name: Lars Letonoff

Its: Chief Revenue Officer

Date: Oct 27, 2021

Exhibit A – KnowBe4 Master Agreement

MASTER AGREEMENT

This MASTER AGREEMENT ("**Agreement**") is effective as of the date of the last signature below ("**Effective Date**") by and between KnowBe4, Inc., a Delaware Corporation whose principal place of business is 33 N. Garden Ave., Suite 1200, Clearwater, Florida 33755, USA and its Affiliates (collectively, "**KnowBe4**"), and State of West Virginia, Office of Technology ("**Customer**"), with a principal place of business at 1900 Kanawha Blvd E., Charleston, WV 25305. Customer and KnowBe4 may be referred to in this Agreement individually as a "**party**" or jointly as the "**parties**". This Agreement governs all purchased Products and Services, as defined below, provided by KnowBe4 to Customer.

1. Definitions. For purposes of this Agreement:

"**Active User(s)**" means Customer's Users with active assigned Seats.

"**Affiliate**" means an entity that, directly or indirectly, through one or more entities, controls; is controlled by; or is under common control with, the specified entity.

"**Beta Product**" means the second phase of software testing in which a sampling of the intended audience samples a product prior to its general release and, in return, Customer provides KnowBe4 feedback about the Beta Product. Use of Beta Products by Customer is optional.

"**Confidential Information**" means all information or material disclosed by a party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"), whether orally or in writing, which: (a) gives either party some competitive business advantage or opportunity of obtaining some competitive business advantage, or the disclosure of which may be detrimental to the interests of the Disclosing Party; and (b) is either (i) marked "Confidential," "Restricted," "Proprietary," or includes other similar markings, (ii) known by the parties to be confidential and proprietary, or (iii) from all the relevant circumstances should reasonably be assumed to be confidential and proprietary. The Products and Services are deemed Confidential Information of KnowBe4.

"**Courseware**" means training modules, games, posters, artwork, videos, newsletters, security documents, or other content and materials provided by KnowBe4.

"**Direct Message Injection (DMI)**" means a KnowBe4 product and add-on, specific to Microsoft 365 (formerly Office 365) that automatically bypasses Microsoft 365's protections to allow simulated phishing emails to reach the end user. Use of DMI by Customer is optional; in order to activate DMI, Customer must provide separate and specific permissions and authorizations in accordance with the Documentation. Customer has the ability to revoke any such access required to use DMI at any time. DMI is only applicable to Customers using Microsoft 365 for email.

"**Documentation**" means KnowBe4's then-current generally available documentation, specifications, user manuals, etc., for the Products and Services, located at <https://knowbe4.zendesk.com/hc/en-us> or such other URL locations on KnowBe4's website as KnowBe4 may provide from time to time.

"**LMS**" means learning management system that is software for the administration, documentation, tracking, reporting, and delivery of Courseware, which includes any e-learning education courses or training programs. KnowBe4 provides a cloud-based LMS through its Web Hosted Services. Upon approval by KnowBe4, Customer may also opt to use its own, or a third party's, LMS in accordance with the terms of this Agreement.

"**PhishER**" means a KnowBe4 product that enables Customer to identify and respond to any potential threats in its email system. PhishER includes features such as PhishML and PhishRIP.

"**PhishML**" means a feature included with a subscription to PhishER that uses machine learning to enable Customer to prioritize its evaluation of all user-reported emails for potential threats. This feature may be deactivated at Customer's option at any time.

"**PhishRIP**" means a feature included with a subscription to PhishER that enables the Customer to quarantine and permanently delete specific emails (i.e., emails identified as potential threats) from its email system. Use of PhishRIP by Customer is optional; in order to activate PhishRIP, Customer must provide separate and specific permissions and authorizations in accordance with the Documentation. Customer has the ability to revoke any such access required to use PhishRIP at any time.

"**Product Privacy Notice**" means KnowBe4's Product Privacy Notice, that may be found at <https://www.knowbe4.com/product-privacy-notice>, or such other URL locations on KnowBe4's website as KnowBe4 may provide from time to time.

"Products" means any Software, Services, Courseware, and/or Web Hosted Services that KnowBe4 offers to Customer, including any Documentation.

"Product Support" means any maintenance and support of any Products provided by KnowBe4.

"Quote" means a purchasing document or other similar document, such as a purchase order or statement of work ("**SOW**"), in connection with a purchase under this Agreement. The parties may attach a copy of the initial Quote as an exhibit to this Agreement. If such Quote is attached, the Quote will be deemed accepted upon execution of this Agreement.

"Seat(s)" refers to the number of Users permitted access to the Products and/or Services pursuant to the user count purchased via a Quote.

"Security Page" means KnowBe4's security page that provides information about KnowBe4's information security practices which may be found at <https://www.knowbe4.com/security>, or such other URL locations on KnowBe4's website as KnowBe4 may provide from time to time.

"Services" means any professional services, including implementation and installation services, managed services, consultancy services, or services for the customization or branding of Courseware, agreed upon by the parties, and set forth in a Quote or any additional Product Support purchased pursuant to a Quote. KnowBe4 may require Customer to enter into a statement of work ("**SOW**") detailing the Services to be performed.

"Software" means the object code version of any software that may be licensed by Customer under this Agreement for installation on Customer's systems. To the extent KnowBe4 delivers any updates or enhancements to Customer as part of Product Support, such updates and enhancements will be deemed included in the definition of "Software."

"User(s)" means any of Customer's employees or its other third parties to whom Customer gives access to the Products and Services.

"Web Hosted Services" means an application and/or database product hosted by KnowBe4 or its agents and made available for remote access and use by Customer under this Agreement.

2. Products.

- 2.1 **Software License.** This Section applies only in the event Customer licenses Software from KnowBe4 or through an authorized KnowBe4 channel partner. Subject to Customer's commitment to payment in accordance with this Agreement, KnowBe4 hereby grants to Customer, for use with Customer's authorized Users, and solely for internal business purposes and not for resale or publication, a limited; non-exclusive; non-sublicensable; non-transferable; royalty-free license to install, use, execute, display, and access the Software. The Term, as defined below, of the foregoing license will be as set forth in the applicable Quote. Apart from the foregoing limited licenses, Customer is not being granted any right, title, or interest in or to the Software, or otherwise the Products. All such rights are expressly reserved by KnowBe4. Some Software or components used in KnowBe4's Products may be offered under an open source license, which may be found at <https://support.knowbe4.com/hc/en-us/articles/360000870387-Open-Source-Licensing-Information>, or such other URL locations on KnowBe4's website as KnowBe4 may provide from time to time.
- 2.2 **Courseware License.** This Section applies only in the event Customer licenses Courseware from KnowBe4 or through an authorized KnowBe4 channel partner. Subject to Customer's commitment to payment in accordance with this Agreement, KnowBe4 hereby grants to Customer, for use with Customer's authorized Users, and solely for internal business purposes and not for resale or publication, a limited; non-exclusive; non-sublicensable; non-transferable; royalty-free license to install, use, execute, display, and access the Courseware. The Term, as defined below, of the foregoing license will be as set forth in the applicable Quote. Apart from the foregoing limited licenses, Customer is not being granted any right, title, or interest in or to the Courseware, or otherwise the Products. All such rights are expressly reserved by KnowBe4.
- 2.3 **Web Hosted Services Access.** This Section applies only in the event Customer orders Web Hosted Services from KnowBe4 or through an authorized KnowBe4 channel partner. Subject to Customer's commitment to payment in accordance with this Agreement, KnowBe4 hereby grants to Customer, for use with Customer's authorized Users, and solely for internal business purposes and not for resale or publication, a non-exclusive and non-transferable right to access and use the Web Hosted Services for its internal business purposes. The Term, as defined below, of the foregoing access right will be as set forth in the applicable Quote. Customer will be solely responsible for connection of Customer's systems to a telecommunications service that

provides Internet access for purposes of Customer's access and use of the Web Hosted Services. KnowBe4 will use commercially reasonable efforts to make the Web Hosted Services available in accordance with the terms set forth in **Exhibit A**.

- 2.4 **Beta Products.** KnowBe4 may offer Beta Products to Customer at no charge. Use of the Beta Products are at the election of Customer and are for evaluation purposes only. Beta Products are not considered "Services" and do not come with Product Support. Beta Products may be subject to additional terms. KnowBe4 reserves the right to discontinue the Beta Products at any time. Use of the Beta Products will automatically terminate at such time as KnowBe4 makes such Beta Products generally available. Beta Products may be unpredictable and lead to erroneous results. Customer acknowledges and agrees that: (a) Beta Products are experimental and have not been fully tested; (b) Beta Products may not meet Customer's requirements; (c) the use or operation of any Beta Products may not be uninterrupted or error free; (d) Customer's use of any Beta Products is for purposes of evaluating and testing the Beta Products and for providing feedback to KnowBe4; (e) Customer will inform its employees, staff members, and other Users regarding the nature of Beta Products; and (f) Customer will hold all information relating to Beta Products and Customer's use of Beta Products, including any performance measurements and other data relating to Beta Products, in strict confidence and will not disclose such information to any unauthorized third parties. Customer will promptly report any errors, defects, or other deficiencies in any Beta Products to KnowBe4. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, ALL BETA PRODUCTS ARE PROVIDED "AS-IS" AND "AS-AVAILABLE," WITHOUT WARRANTIES OF ANY KIND. Customer hereby waives any and all claims, now known or later discovered, that Customer may have against KnowBe4 and KnowBe4's suppliers and licensors arising out of Customer's use of Beta Products.
- 2.5 **PhishER.** This Section applies only in the event Customer orders PhishER from KnowBe4 or through an authorized KnowBe4 channel partner. For more information about PhishER and its additional features (such as PhishML and PhishRIP), Customer may refer to the Documentation. Customer is solely responsible for ensuring compliance with all applicable laws and regulations relating to Customer's use of PhishER. Customer acknowledges that PhishER may pose certain risks to Customer's email system. Customer is solely responsible for Customer's actions in the operation of PhishER and acknowledges KnowBe4 is not responsible for any of Customer's actions, nor is KnowBe4 responsible for backups to Customer's email system. CUSTOMER HEREBY WAIVES ANY COSTS, DAMAGES, OR EXPENSES ASSOCIATED WITH THESE RISKS AND HOLDS KNOWBE4 HARMLESS WITH RESPECT TO SUCH COSTS, DAMAGES, OR EXPENSES.
- 2.6 **Direct Message Injection (DMI).** This Section applies only in the event Customer: (a) utilizes Microsoft (formerly Office 365)365 for email; and (b) exercises the option to activate the DMI products and add-on from KnowBe4 or through an authorized KnowBe4 channel partner. For more information about DMI, Customer may refer to the Documentation. Customer is solely responsible for ensuring compliance with all applicable laws and regulations relating to its use of DMI. As a result, Customer acknowledges that DMI may pose certain risks to Customer's email system. Customer is solely responsible for the actions of its representatives in the operation of DMI and acknowledges KnowBe4 is not responsible for any actions of the Customer's representatives nor is it responsible for backups to the Customer's email system. CUSTOMER HEREBY WAIVES ANY COSTS, DAMAGES, OR EXPENSES ASSOCIATED WITH THESE RISKS AND HOLDS KNOWBE4 HARMLESS WITH RESPECT TO ANY SUCH COSTS, DAMAGES, OR EXPENSES.

3. Product Usage & Rights.

- 3.1 **Acceptance.** Customer is deemed to have committed to a purchase in full for the Products and Services (regardless of any split payment terms) once a Quote is sent to KnowBe4 for processing or once payment has been tendered through check, credit card, or other form of payment. Payment via check, credit card, or other form of tendering payment will be deemed acceptance of the corresponding Quote or invoice sent to Customer by KnowBe4. If Customer is an organization subject to certain fiscal period restrictions or appropriations, Customer hereby represents and warrants that Customer has the ability to pay all fees, regardless of any split payment terms, in full, out of Customer's current fiscal period's allocated budget or that Customer has the authority to legally commit to a purchase outside of the current fiscal period. Except as otherwise specified herein, all sales are final, non-refundable, and non-returnable except with respect to Products and Services that do not meet applicable specifications in the relevant Documentation or that are not identified in the Quote.

3.2 **Operation of the Products.** The implementation and operation of KnowBe4's Products, and any deliverables resulting from Services performed, are done so by designated admin(s) employed or contracted by Customer. Any Managed Services, as defined below, may be subject to additional fees.

3.3 **Customer Users.** The Products and Services are provided on a per-seat, subscription basis. Customers are responsible for managing the creation, modification, and revoking of access of their users. The Customer is solely responsible for the management of access to the Products and Services of their users. The concurrent number of Active Users receiving access may not exceed the purchased number of Seats. If the number of Active Users exceed the purchased number of Seats, Customer is obligated to either pay for any Seats that surpass the purchased amount or immediately reduce its number of Active Users. Customer is not permitted to freely re-assign Seats to Users. KnowBe4 prohibits cycling of Seats amongst Customer's personnel. If an Active User's account is terminated or removed, that User's Seat license is no longer considered in use and may be allocated to another User upon written approval by KnowBe4. Notwithstanding the foregoing, KnowBe4's approval is not required in the instance an Active User's account is terminated or removed due to Customer's termination of that Active User's employment, or otherwise for termination of contract with that Active User, to account for Customer's normal attrition in workforce. Upon request by KnowBe4, Customer agrees to provide KnowBe4 with a certification of such compliance. KnowBe4 reserves the right to audit Customer's compliance with this Section. Additional Seats may be added mid-subscription term and such additional Seats will be co-pending with the then-current subscription term and will terminate on the same date. Add-ons for more Seats mid-term will be priced at the same volume/level discount purchased under the applicable co-pending Quote and will be valid only until the end of such co-pending subscription term. Upon renewal, new rates may apply.

3.4 **Professional Services.** In the instance Customer purchases Services to be performed by KnowBe4, Customer may be required to sign an SOW detailing the project specifications for the Services. Services may include, but are not limited to, the request for KnowBe4 to implement and operate the Products on behalf of Customer ("**Managed Services**"), additional maintenance and support (as opposed to any standard maintenance and support already included), customization and branding of any Courseware, and any additional consultancy or professional services. The completion time for any Services to be performed under an SOW, and any milestones, will be dependent on KnowBe4's receipt of all Customer assets and specifications necessary for the project, in addition to KnowBe4 receiving a validly signed SOW for processing, as requested by KnowBe4. The completion deadline will start from the date of delivery of all such assets and specifications, not the date of KnowBe4's receipt of the signed SOW. Customer acknowledges that delays in providing assets or specifications at the request of KnowBe4 for such Services may delay the completion of the Services. KnowBe4 will not be faulted for delays caused by Customer's failure to reasonably cooperate. Service hours purchased pursuant to an SOW or a Quote will expire upon the expiration or termination of Customer's subscription term and will not carry over to any subsequent renewal term.

3.5 **Intellectual Property.** This is not a work made-for-hire agreement, as defined by U.S. or other applicable law. KnowBe4 and its licensors own and reserve all right, title, and interest, including intellectual property rights, in the Products and all enhancements, modifications, and updates thereto. Except for express licenses granted in this Agreement, KnowBe4 is not granting or assigning to Customer any right, title, or interest, express or implied, in or to KnowBe4's intellectual property. KnowBe4 reserves all rights in such property.

3.6 **Feedback.** Customer may provide KnowBe4 with suggestions, comments, or other feedback (collectively, "**Feedback**") with respect to the Products. Feedback is voluntary. KnowBe4 is not obligated to hold any Feedback in confidence. KnowBe4 may use Feedback for any purpose without obligation of any kind. To the extent a license is required to make use of any intellectual property in any Feedback, Customer grants KnowBe4 an irrevocable, non-exclusive, perpetual, royalty-free license to use such Feedback in connection with KnowBe4's business, including the enhancement of the Products.

4. **Data.**

4.1 **Customer Data.** Customer grants KnowBe4 a non-exclusive, world-wide, royalty-free license to use the data and other information input by Customer into the Products ("**Customer Data**"): (a) to perform KnowBe4's obligations under this Agreement; (b) in compliance with the Product Privacy Notice; (c) in order to provide, maintain and improve the Products and/or (d) as may be required by law. Customer will be responsible for obtaining all rights, permissions, and authorizations to provide the Customer Data to KnowBe4 for use as contemplated under this Agreement. Except for the limited license granted in this Section, nothing contained

in this Agreement will be construed as granting KnowBe4 any right, title, or interest in the Customer Data. Customer Data will be deemed Customer Confidential Information.

- 4.2 **Aggregated Data.** KnowBe4 may also use Customer Data in an aggregate, de-identified, and generic manner for marketing; survey; and benchmarking purposes, in the review, development and improvement of current and future Products, Product usage, and other similar purposes ("**Aggregated Data**"). To the extent such Aggregated Data is disclosed, it will only be disclosed in a generic or aggregated manner that does not identify the Customer or any individual and will be for the purposes of sharing Product usage and statistical or benchmarking purposes. Aggregated Data will not be considered Customer Confidential Information.
- 4.3 **Data Security.** Customer Data is maintained in accordance with **Exhibit B** using industry standard administrative, physical, and technical safeguards that are designed to provide for the protection of the security, confidentiality, and integrity of Customer Data. KnowBe4's security safeguards include means for preventing access, use, modification, and disclosure of Customer Data by unauthorized individuals. Notwithstanding the foregoing, Customer Data access may be provided: (a) to KnowBe4 and other personnel to the extent necessary to provide the Products, Services, and support; (b) as compelled by law; (c) as set forth in the Product Privacy Notice; or (d) as expressly permitted by Customer. KnowBe4's Products currently operate in third party datacenters located in the US or EU and have been built with high availability, business continuity, and disaster recovery in mind. KnowBe4's cloud architecture follows industry standard security practices and is regularly assessed for vulnerabilities and risks. Information about KnowBe4's information security practices may be found at KnowBe4's Security Page.
- 4.4 **Data Protection.** The collection, use, and disclosure of Customer Data in connection with Customer's use of the Products is subject to the Product Privacy Notice. By using the Products, Customer and each User acknowledge that the Customer Data will be processed in accordance with both the Product Privacy Notice and this Agreement and may be processed in a country where it was collected, as well as in countries where privacy laws may be different or less stringent, provided KnowBe4 ensures compliance with applicable data protection laws. By using the Products, or submitting Customer Data via the Products, Customer expressly consents to such processing. To the extent Customer or User provides personal data or other information belonging to a third party, Customer represents and warrants that it has that person's, organization's, or other such third party's proper consent, or otherwise proper authorization, to do so. In the event Customer enters into a Data Processing Agreement with KnowBe4, such Data Processing Agreement will govern the data handling practices between the parties and will supersede the language contained in this Section in the event of a conflict.
- 4.4.A **Protected Health Information, Payment Card Information, and other Sensitive Information.** KnowBe4 does not need, nor does KnowBe4 request, any protected health information ("**PHI**") governed by the Health Insurance Portability and Accountability Act and its implementing regulations ("**HIPAA**"). KnowBe4 does not need, nor does KnowBe4 request, any non-public consumer personally identifiable information or financial information governed by the Gramm-Leach-Bliley Act ("**GLBA**") or payment card information covered by the Payment Card Industry Data Security Standards ("**PCI DSS**") in order to provide KnowBe4's products and services. Customer should never disclose, nor allow to be disclosed, PHI, information protected by PCI DSS or GLBA, or other sensitive information to KnowBe4. Customer acknowledges that KnowBe4 does not take steps to ensure KnowBe4's products are GLBA, HIPAA, or PCI DSS compliant. All obligations of the aforementioned regulations remain solely with Customer. KnowBe4's Products and Services are not intended for use with minors (as defined by applicable law). Customer is prohibited from authorizing minors, as defined by applicable law, to use or access the Products and Services, except as otherwise provided in a signed writing by an authorized representative of KnowBe4.

5. Customer Obligations.

- 5.1 **Connectivity.** Customer is solely responsible for all telecommunication or Internet connections, and associated fees, required to access and use the Products, as well as all hardware and software. KnowBe4 is not responsible for: (a) Customer's access to the Internet; (b) interception or interruptions of communications through the Internet; or (c) changes or losses of data through the Internet.
- 5.2 **User Credentials.** Customer will ensure User credentials (e.g., usernames and passwords) remain confidential, and Customer and Users will not disclose any such credentials to any third party. In addition, Customer will notify KnowBe4 immediately upon discovery of an unauthorized disclosure of any such

credentials or upon any unauthorized access. Upon any termination of the engagement or deactivation of any User with knowledge of any such credentials, Customer will immediately change such credentials and remove access for that User.

- 5.3 **Use of Customer or Third Party LMS.** In the event Customer uses its own or a third party's LMS, or other mechanisms for hosting Courseware or other such content provided by KnowBe4 or its third party licensors, Customer will ensure strict compliance in accordance with this Agreement and will ensure an agreement is in place with any such third party that contains substantially the same level of protection for the Courseware and other such content as contained herein. After the termination of the applicable subscription term, Customer will ensure all Courseware and other such content is removed from such third party's possession.
- 5.4 **Affiliates.** Customer, if purchasing Seats on behalf of an Affiliate, will ensure its Affiliates comply with the terms of this Agreement. The use of the Products by the Affiliate and its Users represents acceptance of the terms of this Agreement by such Affiliate and its Users for which Customer will be jointly and severally liable with its Affiliate for any breach by the Affiliate of this Agreement. No Affiliate may directly enforce any provision of this Agreement. All actions to enforce this Agreement must be brought by Customer.

5.5 **Restrictions.**

- 5.5.A Customer may not: (a) reverse engineer, disassemble, decompile, or otherwise attempt to reveal the trade secrets or know-how underlying the Products, except to the extent expressly permitted under applicable law; (b) use KnowBe4's intellectual property or Confidential Information to develop a product that is similar to the Products; (c) use any KnowBe4 Confidential Information to contest the validity of any KnowBe4 intellectual property; (d) remove or destroy any copyright notices, other proprietary markings, or confidentiality legends placed on or made available through the Products; or (e) use the Products in any manner or for any purpose inconsistent with the terms of this Agreement or the Documentation. Software will only be used by the licensed number of Active Users for whom Customer paid the applicable fees.
- 5.5.B Access and use of KnowBe4 Products, Services, or other related materials (which the parties acknowledge are proprietary and Confidential Information of KnowBe4) is solely authorized for the internal business purposes of the Customer and Active Users, and only for the duration of the subscription term or evaluation period, as applicable. Use of KnowBe4 Products, Services, or other related materials for analytical or research purposes, to be used or disclosed outside of Customer's organization, is strictly prohibited. Sharing screenshots, downloads, or other forms of copying, duplicating, or replicating the Products, Services, or other related materials, publicly or outside of Active Users, is strictly prohibited. Customer acknowledges that some of KnowBe4's Products and Services are designed to assist Customer in training Users and may include developing, customizing, and sending fake cyber security attack campaigns for purposes of employee training, but that Customer, and not KnowBe4 or any KnowBe4 channel partners, will be responsible for Customer's compliance with all laws and governmental regulations, and any results in connection with the Customer's use of the Products (including any reports or information produced in connection therewith).
- 5.5.C Customer acknowledges and understands that if Customer is a direct competitor of KnowBe4 (or a third party acting on behalf of such direct competitor), Customer is not permitted to, and will not, access or use any KnowBe4 Products, Services, or other related materials, all of which are considered confidential and proprietary to KnowBe4.

6. **Customer Content.**

- 6.1 Depending on the Products and Services purchased via a Quote, Customer may use KnowBe4's Products and Services for the hosting of its assets, content, and other materials, such as certain reports; documents; manuals; audiovisual materials; photos; videos; and audio files, to make available to Active Users on or through the Products and Services ("**Customer Content**"). All Customer Content will be considered Customer Data. Subject to, and conditioned on, Customer's and Users' compliance with the terms and conditions of this Agreement, during the applicable subscription term, KnowBe4 will provide Customer and Active Users remote electronic access to the Customer Content through the Web Hosted Services in accordance with this Agreement. KnowBe4 has the right to: (a) take any action with respect to any Customer Content that it deems necessary or appropriate, in KnowBe4's sole discretion, including if KnowBe4 reasonably believes that such Customer Content violates this Agreement, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of any person, or creates potential

liability for KnowBe4; (b) take appropriate legal action including, without limitation, referral to law enforcement related to any illegal or unauthorized Customer Content provided by Customer; or (c) terminate or suspend Customer's access to the Web Hosted Services for any violation of this Agreement. Customer grants KnowBe4, its service providers, and each of their respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose the Customer Content as necessary to provide the Web Hosted Services and to make the Customer Content available to Customer and Users.

- 6.2 Customer represents and warrants that: (a) Customer owns all rights in and to the Customer Content and/or has the right to grant the licenses granted herein to KnowBe4, service providers, and each of their respective licensees, successors, and assigns; and (b) all Customer Content does and will continue to comply with this Agreement; (c) all Customer Content does and will continue to comply with all international, federal, state, and local laws and regulations; and (d) the Customer Content does not: (i) contain any material which is defamatory, obscene, indecent, abusive, offensive, violent, hateful, inflammatory, or otherwise objectionable; (ii) promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; (iii) infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any person; (iv) violate the legal rights (including the rights of publicity and privacy) of others or contain any material that may give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this Agreement; (v) promote any illegal activity, or advocate, promote, or assist any unlawful act; (vi) intentionally create unreasonable disturbances to any other person or organization; or (vii) contain any: (A) viruses, trojan horses, worms, backdoors, or other software or hardware devices, the effect of which would permit unauthorized access to, or disable, erase, or otherwise harm, any computer, systems, software, or content; or (B) time bombs, drop dead devices, or other software or hardware devices designed to disable a computer program automatically with the passage of time or under the positive control of any person, or otherwise deprive KnowBe4, or its customers/users, of its lawful rights.
- 6.3 In addition to Customer's indemnification obligations contained in this Agreement, Customer will defend and indemnify KnowBe4 and hold it harmless from any and all claims, losses, deficiencies, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees) incurred by KnowBe4 as a result of any claim by a third party arising from KnowBe4's hosting or distribution of the Customer Content as authorized under this Agreement. The procedure for indemnification will be as set forth in the Section covering Customer's indemnification obligations.

7. Compliance.

- 7.1 **Anti-Bribery & Corruption.** Customer will not: (a) make any unlawful payments to any government official or employee; (b) make any unlawful payment to any person, or unlawfully provide anything of value (whether as property, services, or in any other form) to any person, for the purpose of obtaining an improper business advantage; or (c) agree, commit, or otherwise offer to undertake any of the foregoing actions in connection with this Agreement or any related activities.
- 7.2 **International Trade Compliance.** The sale, resale, or other disposition of Products and any related technology or documentation are subject to various economic sanctions, export control laws, and other restrictive trade measures administered by the U.S. and other applicable governments. Because these laws may have extraterritorial effect, Customer will comply with all such measures, where applicable, including, without limitation: (a) the Export Administration Act of 1979, as amended (50 U.S.C. §§ 2401-2420) and the Export Administration Regulations, 15 C.F.R. §§ 730-774 ("EAR"); (b) the Arms Export Control Act, 22 U.S.C. § 2778, and the corresponding International Traffic in Arms Regulations ("ITAR"); (c) the economic sanctions laws and regulations enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), 31 C.F.R. §§ 500, et seq., and the U.S. Department of State; and (d) the anti-boycott regulations, guidelines, and reporting requirements under the Export Administration Regulations and Section 999 of the Internal Revenue Service Code. Customer understands and acknowledges that it is solely responsible for complying with such laws whenever applicable. Customer further understands and acknowledges that it will not directly or indirectly export, import, sell, disclose, or otherwise transfer any Products to any country or party subject to such restrictions, and that it is solely responsible for obtaining any license(s) to export, re-export, or import the Products that may be required.

7.3 **FOIA and Public Disclosure Requests.** The purpose of the relationship between KnowBe4 and Customer is for Customer to purchase a subscription to the Products and Services that contain software, content, and information related to internet security awareness training, IT risk management, regulatory compliance, simulation of security attacks, vulnerability assessments, and other product and service offerings. The Products, Services, and any Confidential Information disclosed is proprietary to KnowBe4 and is an important business asset of KnowBe4 (the “**Proprietary Information**”). The Proprietary Information consists of protected financial data, trade secrets, and commercially valuable information that, if disclosed, would harm the competitive position of KnowBe4. Customer will not release any such information except pursuant to written instructions by KnowBe4, or a final unappealable court order, provided that any such disclosure will be limited to the minimum necessary to be in compliance with the request, based upon the opinion of counsel. If Customer cannot agree to the foregoing, then Customer is not permitted access to the Proprietary Information.

7.4 **Background Checks.** In accordance with KnowBe4’s background check policy for its US entity, and to the extent allowed by applicable laws, KnowBe4 has not knowingly employed any persons who, in the past seven (7) years, have been convicted of an offense involving violence, theft, fraud, money laundering, sex crimes, or other offenses that pose an unacceptable level of risk, given the scope of the applicable employment position and KnowBe4’s business needs.

8. **Product Support.**

8.1 **In General.** Products are made available with standard Product Support for no additional charge. Customer may purchase priority level support for an additional fee as set forth in the applicable Quote. Product Support is made available in accordance with the terms and conditions set forth in **Exhibit A**.

8.2 **Exclusions.** Notwithstanding the foregoing, KnowBe4 will have no obligation to support: (a) services, hardware, or software provided by anyone other than KnowBe4; (b) Product issues caused by Customer’s negligence, abuse, or misapplication; or (c) Customer’s use of Products other than as specified in the Documentation.

9. **Payment Terms.**

9.1 **Prices.** Prices will be specified by KnowBe4 and will be applicable for the period specified in the KnowBe4 Quote (as applicable). If no period is specified, prices will be applicable for thirty (30) calendar days. Notwithstanding the foregoing, prices may be subject to increase upon a renewal of a Quote, or in the event Customer adds-on or upgrades Products during the subscription term specified in the Quote. Prices are exclusive of taxes, including sales, use, excise, value added, and similar taxes or charges imposed by any government authority, and domestic and international shipping charges. KnowBe4 will identify on a separate line item on the applicable invoice, Quote, or order the taxes due on any Services supplied by KnowBe4 where KnowBe4 has established taxable nexus for all state and local transaction taxes (including sales, use, excise, withholding, or similar functional transaction level taxes, collectively, “**Transaction Level Taxes**”). In the event KnowBe4 does not include tax on an invoice to Customer, it will serve as notice to the Customer that KnowBe4 does not have taxable nexus for Transactional Level Taxes in the jurisdictions provided for by the Customer, and Customer will be responsible for calculating and remitting such Transaction Level Taxes, unless Customer provides KnowBe4 with a valid tax exemption certificate authorized by the appropriate taxing authority. Customer is not responsible for any taxes based on KnowBe4’s income. Except as otherwise specified herein or in a Quote: (a) fees are based on the Product acquired and not actual usage; (b) payment obligations are non-cancelable and fees paid are non-refundable, except where expressly permitted herein; and (c) subscription term and quantities purchased cannot be decreased during the applicable subscription term. For clarity, Customer is responsible for any payments owed but not paid by any Affiliates ordering Products or Services hereunder.

9.2 **Due Date; Late Payments.** Amounts due for Products and Services may be invoiced by KnowBe4 in full at the start of the subscription term or as otherwise expressly provided in the Quote. Customer agrees to pay the net amount of each invoice without offset or deduction within thirty (30) days after the date of KnowBe4’s invoice (unless otherwise noted on the invoice). I

9.3 **Disputed Payments.** Customer has the right, in good faith, to dispute all or a portion of an invoice prior to its due date. KnowBe4 will not collect interest on disputed amounts in the event Customer provides KnowBe4 with written notice, prior to the due date, that Customer disputes such charges, pays all undisputed charges on time, and cooperates diligently to resolve the dispute.

9.4 **RESERVED.**

9.5 **Channel Partner Purchases.** In the event Customer acquires Products or Services via an authorized KnowBe4 channel partner (i.e., a reseller, distributor, managed service provider, etc.), all payment-related terms will be set forth in the applicable agreement between such channel partner and Customer.

9.6 **Anti-money laundering.** Customer warrants that payments will be made by the same legal entity (or by its Affiliates) entering into this Agreement.

10. **Confidentiality.**

10.1 **Confidential Information.** During the Term, each party may disclose to the other certain Confidential Information to the other party. Notwithstanding the foregoing, Confidential Information does not include information that: (a) is or becomes publicly available through no breach by the Receiving Party of this Agreement; (b) was previously known to the Receiving Party prior to the date of disclosure, as evidenced by contemporaneous written records; (c) was acquired from a third party without any breach of any obligation of confidentiality; (d) was independently developed by a party hereto without reference to Confidential Information of the other party; or (e) is required to be disclosed pursuant to a subpoena or other similar order of any court or government agency, provided, however, that the party receiving such subpoena or order will promptly inform the other party in writing and provide a copy thereof (unless notice is precluded by the applicable process), and will only disclose that Confidential Information necessary to comply with such subpoena or order.

10.2 **Protection of Confidential Information.** Except as expressly provided in this Agreement, the Receiving Party will not use or disclose any Confidential Information of the Disclosing Party without the Disclosing Party's prior written consent, except disclosure to, and subsequent uses by, the Receiving Party's employees or consultants on a need-to-know basis, provided that such employees or consultants have executed written agreements restricting use or disclosure of such Confidential Information that are at least as restrictive as the Receiving Party's obligations under this Section. Subject to the foregoing nondisclosure and non-use obligations, the Receiving Party will use at least the same degree of care and precaution that it uses to protect the confidentiality of its own Confidential Information and trade secrets of similar nature, but in no event less than reasonable care. Each party acknowledges that due to the unique nature of the other party's Confidential Information, the Disclosing Party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity, or otherwise, the Disclosing Party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

10.3 **Return and Destruction of Materials.** All documents and other tangible objects containing or representing Confidential Information that have been disclosed by either party to the other party, and all summaries, copies, descriptions, excerpts, or extracts thereof that are in the possession of the other party will be, and remain, the property of the Disclosing Party and will be promptly returned to the Disclosing Party. The Receiving Party will use reasonable efforts to promptly delete or destroy all summaries, copies, descriptions, excerpts, or extracts thereof in their possession upon the Disclosing Party's written request. The Receiving Party will have no obligation to delete or destroy copies that: (a) are contained in an archived computer system backup that were made in accordance with such party's security, e-mail retention, and/or disaster recovery procedures; or (b) are kept by a party for record-keeping, archival, or governance purposes in compliance with such party's document retention policies. Any such retained Confidential Information will remain subject to the terms and conditions of this Agreement for so long as it is retained. Notwithstanding the return or destruction of the Confidential Information, the Receiving Party will continue to be bound by its confidentiality and other obligations hereunder in accordance with the terms of this Agreement. At the Disclosing Party's option, the Receiving Party will provide written certification of its compliance with this Section.

11. **Warranties and Disclaimers.**

11.1 **Product Warranties.** All purchased Products will materially conform to their then-current Documentation and during the applicable subscription term, KnowBe4 will not materially decrease the overall functionality of the Products. Customer must notify KnowBe4 of any breach of this warranty within thirty (30) days of discovery of the breach. Customer's sole and exclusive remedy, and KnowBe4's sole and exclusive liability, for a breach of the foregoing warranty, will be for KnowBe4 to provide Product Support to repair or replace

the relevant Product within thirty (30) days of such notice of non-conformity. If KnowBe4 is unable to remedy such non-conformity within the period to cure, Customer will be entitled to terminate the relevant Quote and be issued a refund for any pre-paid, unearned fees for the affected portion of the Products. KnowBe4 will not be responsible for any breach of the foregoing warranty resulting from Customer's abuse or misuse of the Product or failure to use the Product as described in this Agreement, including failure to use the Product in accordance with its operational requirements. Customer is required to sufficiently detail the non-conformity in a manner that allows KnowBe4 to properly assist with the remediation. KnowBe4 will not be responsible for delays in remediation caused by Customer's failure to respond to requests by KnowBe4. Customer understands that the Products will only operate in accordance with KnowBe4's Documentation, and it is Customer's responsibility to ensure that the Products will be fit for its purposes and to ensure that the Products will be supported by Customer's technology and business environment.

11.2 Service Warranties. KnowBe4 warrants that KnowBe4 will provide the Services in a professional, workmanlike manner consistent with this Agreement. Customer must notify KnowBe4 of any breach of this warranty within thirty (30) days of discovery of the breach. Customer's sole and exclusive remedy, and KnowBe4's sole and exclusive liability, for a breach of the foregoing warranty will be for KnowBe4, in its sole discretion, to use reasonable efforts to re-perform the Services or terminate the relevant Quote and issue a refund for the portion of pre-paid fees for the non-conforming Services.

11.3 Compliance Warranties. Each party warrants that it will comply with all laws and regulations applicable to its provision or use of the Products and Services, as applicable (including applicable security breach notification laws).

11.4 Disclaimers. EXCEPT FOR THE LIMITED WARRANTIES IN THIS SECTION: (A) THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS," WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND; AND (B) KNOWBE4 EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. KNOWBE4 DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE PRODUCTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION, MARKETING, OR PROMOTIONAL MATERIALS, OR ADVICE GIVEN BY KNOWBE4 OR KNOWBE4'S AUTHORIZED REPRESENTATIVES WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE EXPRESS WARRANTIES PROVIDED HEREIN. CUSTOMER ACKNOWLEDGES THAT COURSEWARE IS FOR GENERAL INFORMATION PURPOSES ONLY AND THAT KNOWBE4 IS NOT A LAW FIRM, NOR DOES IT PROVIDE ANY PROFESSIONAL OR ADVISORY SERVICES. THE INFORMATION PRESENTED IS NOT LEGAL ADVICE AND IS NOT TO BE ACTED ON AS SUCH. THE PRODUCTS MAY CONTAIN THE TRADE NAMES OR TRADEMARKS OF VARIOUS THIRD PARTIES AND, IF SO, ANY SUCH USE IS FOR ILLUSTRATIVE AND EDUCATIONAL PURPOSES ONLY. ALL PRODUCT AND COMPANY NAMES ARE PROPERTY OF THEIR RESPECTIVE OWNERS. USE OR DISPLAY OF THE MARKS DOES NOT IMPLY ANY AFFILIATION WITH, ENDORSEMENT BY, OR ASSOCIATION OF ANY KIND BETWEEN SUCH THIRD PARTIES AND KNOWBE4.

11.5 THE PRODUCTS AND SERVICES MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT KNOWBE4 AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (A) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (B) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO, AND DAMAGE, CUSTOMER DATA, WEB-SITES, COMPUTERS, OR NETWORKS. KNOWBE4 WILL NOT BE RESPONSIBLE FOR THOSE ACTIVITIES. FURTHER, EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

12. Indemnification.

12.1 KnowBe4 Indemnity Obligations. KnowBe4 will defend and indemnify Customer from any and all claims, losses, deficiencies, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded against Customer, as approved via a court-approved settlement, or via binding mediation or arbitration arising from a claim by a third party that Customer's authorized use of a Product infringes that third party's United States patent, copyright, or trade secret rights. The foregoing indemnification obligation of KnowBe4 is contingent upon Customer promptly notifying KnowBe4 in writing of such claim (provided the failure or delay in doing so will not relieve KnowBe4 from any obligations to

indemnify Customer except to the extent that such delay or failure materially prejudices the defense of such claim), permitting KnowBe4 sole authority to control the defense or settlement of such claim and providing KnowBe4 reasonable assistance (at KnowBe4's sole expense) in connection therewith. If a claim of infringement under this Section occurs, or if KnowBe4 determines a claim is likely to occur, KnowBe4 will have the right, in its sole discretion, to either (a) procure for Customer the right or license to continue to use the Products free of the infringement claim; or (b) modify the Products to make them non-infringing, without loss of material functionality. If neither of these remedies is reasonably available to KnowBe4, KnowBe4 may, in its sole discretion, immediately terminate this Agreement and related Quote and, upon return of the infringing Products from Customer, provide a prorated refund for any prepaid, unused fees for such Products for the remainder of the applicable subscription Term. Notwithstanding the foregoing, KnowBe4 will have no obligation with respect to any claim of infringement that is based upon or arises out of: (a) the use or combination of the Products with any third-party software, process, products, data, service, or other materials not provided by KnowBe4; (b) modification or alteration of the Products by anyone other than KnowBe4; (c) use of the Products in excess of the rights granted in this Agreement; or (d) any specifications or other intellectual property provided by Customer (collectively, the "**Excluded Claims**"). The provisions of this Section state the sole and exclusive obligations and liability of KnowBe4 and its licensors and suppliers for any claim of intellectual property infringement arising out of or relating to the Products or this Agreement, and are in lieu of any implied warranties of non-infringement, all of which are expressly disclaimed.

- 12.2 **Customer Indemnity Obligations.** Customer will defend and indemnify KnowBe4 and hold it harmless from any and all claims, losses, deficiencies, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees) incurred by KnowBe4 as a result of any claim by a third party arising from: (a) Customer's use of the Products in breach of this Agreement, (b) KnowBe4's authorized use of the Customer Data; or (c) the Excluded Claims. The foregoing indemnification obligation of Customer is contingent upon KnowBe4 promptly notifying Customer in writing of such claim (provided the failure or delay in doing so will not relieve Customer from any obligations to indemnify KnowBe4 except to the extent that such delay or failure materially prejudices the defense of such claim), permitting Customer sole authority to control the defense or settlement of such claim, provided that Customer may not settle any such claim unless it unconditionally releases KnowBe4 of all liability, and providing Customer reasonable assistance (at Customer's sole expense) in connection therewith.

13. Limitations of Liability.

- 13.1 NEITHER KNOWBE4 NOR ITS VENDORS OR LICENSORS WILL HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, SALES, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE DAMAGES, OF ANY KIND OR NATURE RESULTING FROM, OR ARISING OUT OF, THIS AGREEMENT, THE PRODUCTS, AND ANY SERVICES RENDERED HEREUNDER. THE TOTAL LIABILITY OF KNOWBE4 AND ITS VENDORS AND LICENSORS TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, THE PRODUCTS, AND ANY SERVICES RENDERED HEREUNDER FOR ANY AND ALL CLAIMS OR TYPES OF DAMAGES WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE HEREUNDER BY CUSTOMER FOR THE PRODUCT OR SERVICE AS TO WHICH THE LIABILITY RELATES, IN THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT GIVING RISE TO LIABILITY. The allocations of liability in this Section represent the agreed, bargained-for understanding of the parties and KnowBe4's compensation hereunder reflects such allocations. The limitation of liability and types of damages stated in this Agreement are intended by the parties to apply, regardless of the form of lawsuit or claim a party may bring, whether in tort, contract, or otherwise, and regardless of whether any limited remedy provided for in this Agreement fails of its essential purpose.

14. Term and Termination.

- 14.1 **Term.** This Agreement will be effective as of the Effective Date and will remain in full force and effect until all Quote terms have expired or otherwise have been terminated ("**Term**").
- 14.2 **Suspension.** In the event KnowBe4, in good faith, believes or otherwise becomes aware of a User's violation of this Agreement, then KnowBe4 may specifically request that Customer suspend such User's access to, and use of, the Products. In the event Customer fails to suspend such non-compliant User, Customer hereby authorizes KnowBe4 to suspend such User. The duration of such suspension is at the sole determination of KnowBe4 and will continue until such time as KnowBe4 determines that the applicable User has cured the

breach resulting in such suspension. KnowBe4 may also suspend access to, and use of, the Products with respect to any individual User or the Customer account to: (a) prevent damages to, or degradation of, the Products or KnowBe4's systems; (b) comply with any law, regulation, court order, or other governmental request; or (c) otherwise protect KnowBe4 from potential legal liability. Any such suspension will be to the minimum extent and of the minimum duration required to prevent or terminate the cause of the suspension.

14.3 Termination.

14.3.A If Customer fails to pay any invoice when due and does not make such payment within fifteen (15) days after receipt of notice from KnowBe4 of such failure, KnowBe4 may, in its sole discretion, either: (a) suspend delivery or performance of any Quote, or any remaining balance thereof, until such payment is made; or (b) terminate any Quote. In either event, Customer will remain liable to pay for the Products and Services.

14.3.B Either party may terminate the Agreement or a Quote upon a material breach of the Agreement or Quote by the other, if the breaching party does not cure the breach within thirty (30) days after receipt of written notice from the other party specifying the breach.

14.3.C Customer may terminate this Agreement or any applicable Quote at any time and for any reason upon providing thirty (30) days' written notice to KnowBe4, provided Customer will not be entitled to reimbursement or relief of its future payment obligations.

14.4 Effects of Termination.

14.4.A In the event of any termination of the Agreement or Quote without cause by Customer, or for cause by KnowBe4, Customer will pay for all Products and Services ordered as of the effective date of termination of the particular Quote. In addition, if a Quote specifies a term for which KnowBe4 will provide Products or Services to Customer (e.g., thirty-six (36) months), and that Quote is terminated by KnowBe4 for cause (including nonpayment) or by Customer without cause, then all future, recurring fees associated with the remaining term of such Quote will become immediately due and payable, and will be paid by Customer to KnowBe4 upon the effective date of such termination.

14.4.B Upon any termination, Customer's right to use and access the Products and Services (including any Courseware and other materials provided by KnowBe4) will immediately cease. Customer must return or destroy all copies (original and duplicates) of such Products and Services, in accordance with this Agreement. Upon request by KnowBe4, Customer must provide to KnowBe4 a certification of destruction.

14.4.C During the applicable subscription term, Customer will have the ability to download a copy of its Customer Data contained in the Products in the form and format as such Customer Data exists in the Products. Upon termination of this Agreement or applicable subscription term, KnowBe4 will have the right to delete or destroy all Customer Data in KnowBe4, or in KnowBe4's agents' possession. Notwithstanding the foregoing, KnowBe4 will be permitted to retain copies of data contained in an archived computer system backup that: (a) was made in accordance with its security, e-mail retention, and/or disaster recovery procedures; or (b) are kept by KnowBe4 for record-keeping, archival, or governance purposes in compliance with KnowBe4's document retention policies. Any such retained data will remain subject to the provisions of this Agreement for so long as it is retained.

14.4.D The exercise of the right to terminate this Agreement and any Quote will be in addition to any other rights or remedies provided in this Agreement, or existing at law or equity, that are not otherwise excluded or limited under this Agreement.

15. Miscellaneous Provisions.

15.1 U.S. Governmental Rights. The software Products and Services consist of commercial items and are commercial computer software as described in DFARS 252.227-7014(a)(1) and FAR 2.101. If acquired by or on behalf of any the Department of Defense or any component thereof, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in DFARS 227.7202-3, Rights in Commercial Computer Software or Commercial Computer Software Documentation. If acquired by or on behalf of any civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in FAR 12.212, Computer Software.

- 15.2 Insurance.** KnowBe4 will maintain adequate insurance coverages as required by law or regulation, with an insurance carrier or carriers having an A.M. Best rating of A- or better, or an equivalent rating by another rating agency in the following amounts: (a) Comprehensive General Liability – not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate; (b) Errors and Omissions (including Cyber & Privacy) – not less than \$5,000,000 in the aggregate; and (c) Workers Compensation Coverage – as required by applicable law. Upon Customer's written request, KnowBe4 will furnish a Certificate of Insurance evidencing its insurance coverage to Customer.
- 15.3 Independent Contractor.** KnowBe4, its personnel, agents, subcontractors and independent contractors are not employees or agents of Customer and are acting as independent contractors with respect to Customer. Neither party is, nor will be, considered to be an agent; distributor; partner; joint venture; or representative of the other party for any purpose, and neither party will have the authority to act on behalf of, or in the name of, or to bind, the other party in any manner whatsoever.
- 15.4 Force Majeure.** Neither party to this Agreement will be liable for delays or failures in performance under this Agreement (other than the payment obligations or breach of confidentiality requirements) resulting from acts or events beyond the reasonable control of such party, including acts of war, terrorism, acts of God, natural disasters (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), embargos, riots, sabotage, governmental acts, failure of the Internet, power failures, energy interruptions or shortages, other utility interruptions, or telecommunications interruptions, provided that the delayed party: (a) gives the other party notice of such cause without undue delay; and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.
- 15.5 Governing Law; Venue.** The following provisions include the law that will apply in the event of any dispute or lawsuit arising out of or in connection with this Agreement, the courts that have jurisdiction over any such dispute or lawsuit, and the accompanying terms depend on where the Customer is domiciled in accordance with the following table. All proceedings to be conducted in English.

If the Customer is domiciled in:	Without giving effect to any choice or conflict of law provisions, rules, or principles, the governing law is the laws of:	Courts with exclusive jurisdiction are:	Additional terms included are:
A country in North America, Central America, South America or Caribbean, other than Brazil. If Customer is domiciled in Russia, or a geographic region that does not fall into one of the designations described in this table, then Customer will fall into this category.	Florida and controlling United States federal law	Hillsborough County, Florida, U.S.A.	Notwithstanding the foregoing, the parties will have the right to seek injunctive or pre-judgment relief in any court of competent jurisdiction to prevent or enjoin the misappropriation, misuse, infringement or unauthorized disclosure of its Confidential Information or intellectual property rights. No Federal Acquisition Regulations will be construed to apply to KnowBe4 without KnowBe4's written agreement thereto. The United Nations Convention for the International Sale of Goods will not apply to this Agreement. THE PARTIES HERETO WILL AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT.
A country in EMEA (Middle East, Europe and Africa) other than United Kingdom, South Africa, Germany, Austria and/or Switzerland	The Netherlands	Amsterdam	
Germany, Austria or Switzerland	Federal Republic of Germany	Berlin	The UN Convention on Contracts for the International Sale of Goods (UNCITRAL) will not apply.
United Kingdom	England and Wales	London	
Australia, New Zealand or Oceania	Victoria, Australia	Victoria, Australia	
Japan	Japan	Tokyo District Court	
Brazil	Federative Republic of Brazil	São Paulo, State of São Paulo, Brazil	The parties agree that any subpoena or notice relating to the proceeding will be made by registered correspondence.
South Africa	England and Wales	London	

A country in the Asia-Pacific region, other than Japan, Australia, New Zealand or Oceania	Singapore	Singapore	
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- 15.6 **Entire Agreement; Construction; Modifications.** This Agreement, including any and all Quotes, constitutes the entire understanding between the parties related to this Agreement which understanding supersedes and merges all prior understandings and all other proposals, letters, agreements, whether oral or written. The parties further agree that there are no other inducements, warranties, representations, or agreements regarding the matters herein between the parties except as expressly set forth in this Agreement. In the event of any conflict between the body of this Agreement and any Quote, or additional agreements entered into by the parties, the body of this Agreement will control, unless otherwise expressly stated in a signed writing by authorized representatives of the parties. In the event that the Customer or Users are presented with KnowBe4 click-wrap, the contents of this Agreement will supersede any conflicting terms. As used herein, the term "including" will mean "including, without limitation"; the term "includes" as used herein will mean "includes, without limitation"; and terms appearing in the singular will include the plural, and terms appearing in the plural will include the singular. This Agreement may not be modified, amended, or altered in any manner except by a written agreement signed by authorized representatives of the parties, and any attempt at oral modification will be void and of no effect.
- 15.7 **Assignment.** This Agreement may not be assigned or transferred by either party without the prior written consent of the other party, which consent will not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either party may assign its rights and obligations under this Agreement, in whole but not in part, without the other party's permission, to an Affiliate (provided previously purchased licenses, access rights, and Seats for the Products and Services will not be assignable or transferable without written consent from KnowBe4) or in connection with any merger, consolidation, sale of all or substantially all of such assigning party's assets, or any other similar transaction, provided, that the assignee: (a) is not a direct competitor of the non-assigning party; (b) is capable of fully performing the obligations of the assignor under this Agreement; and (c) agrees to be bound by the provisions of this Agreement.
- 15.8 **No Waiver.** The waiver or failure of either party to exercise any right in any respect provided for herein will not be deemed to be a waiver of any further right.
- 15.9 **Purchase Order.** KNOWBE4 SPECIFICALLY OBJECTS TO ANY ADDITIONAL TERMS BEING ADDED THROUGH A CUSTOMER PROVIDED PURCHASE ORDER OR SIMILAR DOCUMENT. IF A PURCHASE ORDER IS REQUIRED BY CUSTOMER, THE PARTIES AGREE THAT ANY ADDITIONAL TERMS CONTAINED THEREIN WILL NOT BECOME PART OF THE AGREEMENT BETWEEN THE PARTIES AND, SPECIFICALLY, THAT THE TERMS OF THIS AGREEMENT WILL SUPERSEDE AND REPLACE ANY AND ALL TERMS IN ANY PURCHASE ORDER.
- 15.10 **Survivability.** All provisions of this Agreement relating to confidentiality, non-disclosure, intellectual property, disclaimers, limitation of liability, indemnification, payment, and any other provisions which must survive in order to give effect to their meaning will survive the termination of this Agreement.
- 15.11 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.
- 15.12 **Notices.** Any notice provided pursuant to this Agreement, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery or by delivery service, upon receipt thereof; (b) if delivered by first class mail, registered mail, or certified mail, upon the earlier of actual delivery or three (3) calendar days after deposit in the U.S. mail, postage prepaid; or (c) if by email, upon the next business day. All notices will be addressed to the parties at the addresses specified below or at such other addresses as either party may in the future specify in writing to the other.
- 15.13 **Headings; Counterparts; Electronic Signatures.** The headings contained in this Agreement are for purposes of convenience, only, and will not affect the meaning or interpretation of this Agreement. This Agreement may be executed in two or more original or facsimile counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties agree that the electronic signature of a party to this Agreement will be as valid as an original signature of such party and will be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) will be deemed (a) to be "written" or "in writing"; (b) to have been

signed; and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation, or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent via the internet as a ".pdf" (portable document format) or other replicating image attached to an email message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

16. Country Specific Provisions. The following provisions are specific to the local law requirements for the specific country indicated, only.

16.1 Local Law Requirements for Japan. If Customer is domiciled in Japan, then Customer represents and warrants that it, and its officers, directors, and material shareholders, are not: (a) Anti-Social Forces (defined below), and have not been for at least the last five years; and (b) involved with Anti-Social Forces, including, without limitation, involvement by management, utilization, or provision of funding or favors. KnowBe4 may immediately terminate this Agreement for cause in the event of a breach of any of these representations and warranties. For the purposes of this section "Anti-Social Forces" means, collectively, an organized crime group (bouyokudan) or a member or affiliate thereof, a corporate racketeer (soukaiya), a rogue person or group advocating a social or political movement, or any other anti-social forces.

16.2 Local Law Requirements for Germany. With respect to Customers to which German law applies, Section 13 "Limitation of Liability" of this Agreement is replaced with the following:

"13 Limitation of Liability for Customers Domiciled in Germany.

13.1 Unlimited Liability. The Parties shall be mutually liable without limitation: (a) in the event of willful misconduct or gross negligence; (b) within the scope of a guarantee taken over by the respective party; (c) in the event that a defect is maliciously concealed; (d) in case of an injury to life, body or health; or (e) according to the German Product Liability Law.

13.2 Material Obligations. In the event of a slightly negligent breach of such essential contractual obligations, the fulfillment of which is essential for the proper performance of the Agreement, the breach of which endangers the achievement of the purpose of the Agreement and on the observance of which the recipient of the service regularly relies (so-called material obligations/Kardinalspflichten), the liability of either party shall be limited in amount to the damage which is foreseeable and typical according to the nature of the transaction in question. Further liability of either party does not exist

13.3 Unless the parties are liable in accordance with either section 13.1 or 13.2, in no event shall the aggregate liability of each party together with all of its Affiliates arising out of or related to this Agreement exceed the total amount paid by Customer and its Affiliates hereunder for the Services giving rise to the liability in the 12 months preceding the first incident out of which the liability arose. The foregoing limitation will not limit Customer's and its Affiliates' payment obligations.

13.4 Unless the parties are liable in accordance with section 13.1, the above limitations of liability shall apply to all claims for damages, irrespective of the legal basis including claims for tort damages. The above limitations of liability also apply in the case of claims for a party's damages against the respective other party's employees, agents or bodies.

13.5 Any rights arising out of or in connection with this Agreement shall expire 24 months after the beginning of the statutory limitation period. The statutory limitation rules for intentional and grossly negligent acts, for claims due to intentional or negligent injury to life, body or health, for fraudulent misrepresentation and for claims under the Product Liability Act as well as sec. 548 of the German Civil Code shall remain unaffected."

KNOWBE4

By: 

Lars Letonoff (Oct 27, 2021 14:34 EDT)

Name: Lars Letonoff

Title: Chief Revenue Officer

Date: Oct 27, 2021

Address for Notices:

33 N. Garden Ave., Suite 1200

Clearwater, Florida 33755 USA

E-mail: legal@knowbe4.com

Phone: (855) 566-9234 ext. 102

Attention: Legal Department

n:

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____

Address for Notices: _____

E-mail: _____

Phone: _____

Attention: _____

n: _____

EXHIBIT A - SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") is for the provisioning of services required to support and sustain the Products under the Agreement to which this SLA is attached.

Term

This SLA is valid for the subscription term specified in the applicable Quote. Termination of the Agreement and/or a Quote will result in termination of this SLA.

Availability & Uptime

KnowBe4 agrees to: (a) make the Products available to Customer pursuant to the Agreement and the applicable Quote, (b) provide support for the Products to Customer at no additional charge, and/or upgraded support if purchased; and (c) use commercially reasonable efforts to make the online Services available 99.9% of the time to be measured annually, excluding any planned downtime, maintenance windows, or any unavailability caused by circumstances beyond KnowBe4's reasonable control, such as a force majeure event in accordance with the Agreement. If Customer would like to receive status updates on the availability of KnowBe4's Products, Customer may subscribe to receive updates at <https://status.knowbe4.com/>, or such other URL as KnowBe4 may provide from time to time.

CSM

Customer will be assigned a designated customer service manager ("CSM") to assist the Customer's admin with onboarding and training on how to use the Products, as applicable.

Maintenance Windows

Maintenance windows for other Products not specified below may be found on the KnowBe4 Documentation page, as defined in the Agreement.

- **KMSAT** maintenance windows may be found at <https://support.knowbe4.com/hc/en-us/articles/360024057834-KnowBe4-Security-Awareness-Training-KMSAT-Site-Maintenance->, or such other URL as KnowBe4 may provide from time to time.
- **KCM GRC** maintenance windows may be found at <https://support.knowbe4.com/hc/en-us/articles/360025164193-KCM-GRC-Platform-Maintenance-Window->, or such other URL as KnowBe4 may provide from time to time.
- **PhishER** maintenance windows may be found at <https://support.knowbe4.com/hc/en-us/articles/360025164473-PhishER-Platform-Site-Maintenance->, or such other URL as KnowBe4 may provide from time to time.

Support

KnowBe4's support parameters, including its support hours, may be found at <https://www.knowbe4.com/hubfs/KnowBe4-Support-Document.pdf?t=1518625292505>, or such other URL as KnowBe4 may provide from time to time. To make a support request, Customer may submit a ticket at <https://support.knowbe4.com/hc/en-us/requests/new>, or such other URL as KnowBe4 may provide from time to time.

Customer Requirements

Customer responsibilities and/or requirements in support of this SLA include: (a) Customer's compliance with the Agreement and the applicable Quote; (b) reasonable availability of Customer's admin and/or technical representative(s) when resolving a service-related incident or request; and (c) providing proper notice of KnowBe4's non-compliance with any Product or Service warranty in accordance with the Agreement and sufficiently detailing the non-compliance in a manner that enables KnowBe4 to properly assist with the remediation. KnowBe4 will not be responsible for delays in remediation caused by Customer's failure to respond to requests by KnowBe4. Customer understands that the Products and Services will only operate in accordance with KnowBe4's Documentation, as defined in the Agreement, and it is Customer's responsibility to ensure that the Products and Services will be fit for its purposes and to ensure that the Products and Services will be supported by Customer's technology and business environment. Customer understands that KnowBe4's Products and Services are non-mission critical to Customer's business.

Response Times

In support of services outlined in this SLA, KnowBe4 will respond to service-related incidents and/or requests submitted by Customer within the following time frames:

- Within 2 business days for issues classified as **High Priority**.
 - **"High Priority"**: Complete failure of platform or the complete unavailability of core functionality such as training and phishing.
- Within 3 business days for issues classified as **Medium Priority**.
 - **"Medium Priority"**: Impacted operations, core operations such as user and admin login operational but functionality impaired or requiring workarounds to achieve documented operation.
- Within 5 business days for issues classified as **Low Priority**.
 - **"Low Priority"**: Inconvenience due to operations not performing as defined or at a significantly degraded speed.

KMSAT Support Tiers

Tier 1 Support will assist with:

- Password resets
- Phishing and Training Campaign creation
- Explaining overall navigation of the KMSAT Products
- Providing KnowBe4's recommended best practices
- Issues accessing the training console
- Whitelisting to ensure successful delivery of email from our servers
- Issues related to accessing/completion of training modules
- Resolving phishing/training result discrepancies
- SAML Single Sign-On support and troubleshooting

- Phish Alert Button installation
- Active Directory Integration support
- Channel partner support

Tier 2 and Tier 3 Support will be available for the escalation of more advanced support requests related to issues occurring with the KMSAT Products.

Channel Partners

In the event Customer purchases through a KnowBe4-authorized channel partner, such channel partner may have its own SLA associated with the purchase. Customer acknowledges that KnowBe4 is not responsible, nor is KnowBe4 liable, for ensuring compliance with such channel partner SLA.

EXHIBIT B - INFORMATION SECURITY REQUIREMENTS

1. Security.

- a. KnowBe4 will maintain Customer Confidential Information and its information technology environment secure from unauthorized access by using commercially reasonable efforts and industry standard organizational, physical and technical safeguards, and refrain from implementing changes that materially lower the level of security protection provided as of the Effective Date of the Agreement. KnowBe4 will comply with the minimum security standards set forth in this Exhibit and provide prior written notice to Customer of any significant changes to KnowBe4's information security policy that would lessen the security posture of the environment.
- b. KnowBe4 will conduct a SOC-2 Type 2 or such similar or successor audit on an annual basis. Upon request, KnowBe4 will provide Customer with a copy of such audit report and promptly remediate and/or mitigate any non-conformance findings in like with KnowBe4's existing vulnerability remediation process. Such audit report will be considered Confidential Information of KnowBe4.

2. Audit Rights. Not more than once per calendar year during the term of the Agreement and with at least thirty (30) days' prior written notice by Customer to KnowBe4, Customer may, at Customer's sole expense, audit KnowBe4 to verify compliance with the terms and conditions of this Exhibit. Such audit will be:

- a. Completed within two (2) weeks;
- b. Performed during KnowBe4's regular business hours in a manner that, in KnowBe4's reasonable judgment, does not disrupt or degrade KnowBe4's regular business operations and is done in accordance with KnowBe4's security and data protection policies;
- c. Limited to KnowBe4's facilities and personnel of KnowBe4 in scope of this Agreement; and
- d. Conducted by either Customer's employees or, with KnowBe4's approval, by an independent third party agreed to by the parties.

Customer may create an audit report summarizing the findings and observations of the audit ("Audit Report"). Audit Reports are deemed to be Confidential Information of KnowBe4 and the Customer will not disclose the Audit Reports to third parties except to Customer's legal counsel and consultants bound by obligations of confidentiality using at least the same degree of care Customer employs in maintaining in confidence its own Confidential Information of a similar nature, but in no event less than a reasonable degree of care. Customer will disclose the results of its audit to KnowBe4 within one week after its completion. KnowBe4 will promptly respond to audit findings and, at KnowBe4's expense, discuss the findings with Customer, and if applicable, remediate and/or mitigate any critical and high risk findings to the satisfaction of Customer.

3. Technical Security Controls. With respect to KnowBe4 infrastructure that processes, stores, or transmits Customer Confidential Information, KnowBe4 will use the following technical security controls where applicable (and keep them current by incorporating and using all updates commercially available):

- a. Network Protection
 - (i) Network based firewalls or equivalent
 - (ii) Network intrusion detection/protection systems
- b. Client Protection
 - (i) Malware and malicious code protection is applied to all applicable workstations. No workstations are permitted to store or process customer data
 - (ii) Host-based firewall/intrusion prevention software that blocks activity not directly related to or useful for business purposes
- c. System and Software Protection
 - (i) All system and applications must utilize secure authentication and authorization mechanisms
 - (ii) All KnowBe4-developed applications must be designed and implemented using secure coding standards and design principles (e.g., OWASP)
 - (iii) Operating systems must be hardened appropriately according to industry standard practices
 - (iv) Systems must be inspected for known vulnerabilities and all identified known vulnerabilities must be patched as soon as reasonably possible
- d. Encryption
 - (i) KnowBe4 will review and update encryption configurations on all systems that utilize encryption. KnowBe4 will utilize only modern industry accepted encryption algorithms, ciphers, modes and key sizes
- e. Customer Confidential Information Protection
 - (i) Customer Confidential Information Access: KnowBe4 will ensure that only authorized individuals (based on role) will, on behalf of KnowBe4, have access to Customer Confidential Information
 - (ii) Customer Confidential Information Storage: KnowBe4 will not process Customer Confidential Information on or transfer such to any portable storage medium, unless the storage medium is fully encrypted in accordance with encryption requirements set forth in this Exhibit
 - (iii) Customer Confidential Information Transmission: All transmission or exchange of Customer Confidential Information by Company will use secure protocol standards in accordance with encryption requirements set forth in this Exhibit

4. Incidents.

- a. If KnowBe4 becomes aware of any unauthorized access to the Customer Confidential Information on systems owned, managed, or subcontracted by KnowBe4, KnowBe4 will without undue delay, notify Customer; consult and reasonably cooperate with investigations and potentially required notices; and provide any information reasonably requested by Customer
- b. In the event of a breach or any unauthorized disclosure of Customer Confidential Information, at no additional cost to Customer, KnowBe4 will reasonably cooperate with Customer in investigating the incident including, but not limited to, the provision of system, application, and access logs, conducting forensics reviews of relevant systems, imaging relevant media, and making personnel available for interview
- c. On notice of any actual breach, KnowBe4 will immediately institute appropriate controls to maintain and preserve all electronic evidence relating to the breach in accordance with industry standard practices

5. Integration. The terms of this Exhibit apply in addition to, not in lieu of, any other terms and conditions agreed with KnowBe4, except as specifically and expressly agreed in writing with explicit reference to this Exhibit.

6. Training. KnowBe4 will periodically provide those employees, consultants, and any approved third parties (affiliated or not) that manage, or have access to, Confidential Information, including personally identifiable information, provided or made available by Customer, with privacy and security awareness training.

Exhibit B – MediaPro Contract



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

State of West Virginia
Contract

Order Date: 12-04-2020

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:	CCT 0210 4429 ISC2100000008 1	Procurement Folder:	764852
Document Name:	Security/Privacy Training (OT21024)	Reason for Modification:	
Document Description:	Security/Privacy Training (OT21024)		
Procurement Type:	Central Contract - Fixed Amt		
Buyer Name:	Jessica S Chambers		
Telephone:	(304) 558-0246		
Email:	jessica.s.chambers@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2020-12-11
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2021-12-10

VENDOR		DEPARTMENT CONTACT	
Vendor Customer Code:	000000230362	Requestor Name:	Andrew C Lore
MEDIAPRO HOLDINGS LLC		Requestor Phone:	(304) 957-8267
20021 120TH AVE NE STE 102		Requestor Email:	andrew.c.lore@wv.gov
BOTHELL	WA 98011		
US			
Vendor Contact Phone:	999-999-9999		
Extension:			
Discount Details:			
	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	Not Entered		
#3	Not Entered		
#4	Not Entered		

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1800 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

AGENCY COPY

Total Order Amount: \$89,500.00

PURCHASING DIVISION AUTHORIZATION <i>Linda Harper</i> DATE: 12/8/2020 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM <i>John S. Gray</i> DATE: 12/11/2020 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION <i>Beverly Toler</i> DATE: 12/15/2020 ELECTRONIC SIGNATURE ON FILE
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Extended Description:**Security/Privacy Training (OT21024)**

The Vendor: MediaPro Holdings, LLC of Bothell, WA agrees to enter into contract with the Agency, The West Virginia Department of Administration, Office of Technology to provide customized Cybersecurity and Privacy Training that is hosted in a vendor-managed Learning Management System (LMS) per the Terms and Conditions, and the Vendor's submitted quote, dated: 8/21/2020, all incorporated herein by reference and made apart of herein as attached.

Effective Dates: 12/11/2020 - 12/10/2021**3 Renewals Remaining**

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	43232502	1.00000	EA	88500.000000	\$88,500.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: Privacy and Cybersecurity Training Solution**Extended Description:****Lump Sum Cost for Year One Contract Services.**

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: This Contract becomes effective on 12/11/2020 and extends for a period of One (1) 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 Three (3) 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 of 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.

☐

☐

☐

☐

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 cancelation, 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: \$1,000,000 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: _____ 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.wv.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 heath, 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.

Trevor Tawney, Account Executive

(Name, Title)

Trevor Tawney, Account Executive

(Printed Name and Title)

20021 120th Ave NE, Bothell, WA 98011

(Address)

(425) 247-4690

(Phone Number) / (Fax Number)

Trevor.tawney@mediapro.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.

MediaPro Holdings, LLC

(Company)

Trevor Tawney Trevor Tawney, Account Executive

(Authorized Signature) (Representative Name, Title)

Trevor Tawney, Account Executive

(Printed Name and Title of Authorized Representative)

August, 18th 2020

(Date)

(425) 247-4690

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Custom Information Technology Training (OT21024)

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish a contract for the purchase of customized Cybersecurity and Privacy Training that is hosted in a vendor-managed Learning Management System (LMS). The WVOT is seeking a product that will provide security and privacy training for an estimated 25,000 end users with an integrated phishing simulator and training.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.3 **"Contract Item"** means a customizable Information Security Training solution for enterprise-wide annual training.
 - 2.4 **"Pricing Page"** means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
 - 2.5 **"RFQ"** means the official request for quotation published by the Purchasing Division.
 - 2.6 **"Business Associate"** A person or entity that performs certain functions that involve the use or disclosure of PHI on behalf of or provide services to, a covered entity.
 - 2.7 **"Business Associate Agreement"** A contract between a business associate and a covered entity or between a business associate and its business associate that specifies each party's responsibility to receive, maintain, transfer and return PHI provided from the covered entity.
 - 2.8 **"Covered Entity"** A health plan, clearinghouse, or health provider, that submit HIPAA-covered transactions electronically and are required to adhere to the requirements of HIPAA.
 - 2.9 **"HIPAA (Health Portability and Accountability Act"** Refers to the Health Portability and Accountability Act of 1996, the HITECH Act and all the rules promulgated by HHS and incorporated to update HIPAA.
 - 2.10 **"HIPAA Breach Notification Rule"** A regulation created by HHS, under HIPAA, that requires notification to HHS by a covered entity of a breach of unsecured protected health information. It also requires notification to the affected individuals based on the total number of affected individuals.

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- 2.11 **"HIPAA Enforcement Rule"** A regulation created by HHS, under HIPAA, that contains provisions for compliance by covered entities and investigations by the Office of Civil Rights.
- 2.12 **"HIPAA Privacy Rule"** A regulation created by the US Department of Health and Human Service (HHS), under HIPAA, that establishes national standards to protect individuals' medical records and other health records and applies to covered entities.
- 2.13 **"HIPAA Security Rule"** A regulation created by HHS, under HIPAA, that establishes national security standards to protect individuals' medical records which are held or transferred in electronic form and other health records and applies to covered entities.
- 2.14 **"Identity Theft"** The deliberate use of someone else's identity, usually to gain a financial advantage or to obtain credit or other benefits in the person's name and perhaps to the disadvantage of the person.
- 2.15 **"Incident"** Unauthorized access use or disclosure of personally identifiable information (PII) or personal health information (PHI).
- 2.16 **"Minimum Necessary Standard"** A standard that requires a covered entity and business associates to make reasonable efforts to limit access to PHI to those persons who need access to carry out their duties and to disclose only the amount of PHI that is reasonably necessary to achieve the required purpose.

3. GENERAL REQUIREMENTS:

3.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.

3.1.1 Custom Privacy and Cybersecurity Training Solution

3.1.1.1 The Privacy and Cybersecurity Training Solution must be an adaptive curriculum for Cybersecurity (Information Security) and Privacy training. The State of West Virginia must be able to customize the training topics.

3.1.1.2 The Privacy and Cybersecurity Training Solution must provide integration with the State's current Active Directory environment.

3.1.1.3 The Privacy and Cybersecurity Training Solution must have editable modules for the following topics, at a minimum:

3.1.1.3.1 Understanding Security Threats

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- 3.1.1.3.2 Security Responsibilities**
- 3.1.1.3.3 Physical Threats**
- 3.1.1.3.4 Emergency Preparation**
- 3.1.1.3.5 Securing Work Areas and Resources**
- 3.1.1.3.6 Access Controls**
- 3.1.1.3.7 Safe Computing and Electronic Threats**
- 3.1.1.3.8 Social Engineering Threats**
- 3.1.1.3.9 Password Guidelines**
- 3.1.1.3.10 Safe Remote and Mobile Computing**
- 3.1.1.3.11 Acceptable Use**
- 3.1.1.3.12 Phishing Identification and Prevention**
- 3.1.1.3.13 Physical Security and Emergency Preparation**
- 3.1.1.3.14 Responsible Social Networking**
- 3.1.1.3.15 Protecting and Handling Data**
- 3.1.1.3.16 Records Management and Data Classification**
- 3.1.1.3.17 Privacy Awareness and Privacy Principles (PII)**
- 3.1.1.3.18 Complying with PCI-DSS**
- 3.1.1.3.19 Complying with HIPAA**
- 3.1.1.3.20 Understanding PII**
- 3.1.1.3.21 Social Engineering**
- 3.1.1.3.22 Identity Theft**
- 3.1.1.3.23 Incident Reporting**

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3.1.1.3.24 HIPAA Training, including:

3.1.1.3.24.1 What is HIPAA?

3.1.1.3.24.2 Personal Health Identifying Information

3.1.1.3.24.3 Covered Entities

3.1.1.3.24.4 HIPAA Privacy Rule

3.1.1.3.24.5 HIPAA Security Rule?

3.1.1.3.24.6 HIPPA Enforcement Rule?

3.1.1.3.24.7 HIPAA Breach Notification Rule?

3.1.1.3.24.8 The Importance of confidentiality

3.1.1.3.24.9 The Minimum Necessary Standard

3.1.1.3.24.10 Business Associate Agreements

3.1.1.3.24.11 Patient Rights

3.1.1.4 The Privacy and Cybersecurity Training Solution must have the option to include Role Based Training.

3.1.1.5 The Privacy and Cybersecurity Training Solution must support 25,000 active employees and on-site contractors.

3.1.1.6 The Privacy and Cybersecurity Training Solution must be hosted in an LMS that is compatible with a SCORM 2.0 or higher.

3.1.1.7 LMS must allow for additional 3rd party SCORM compliant courses to be uploaded.

3.1.1.8 LMS must be able to integrate with Microsoft Lightweight Directory Access Protocol (LDAP).

3.1.1.9 The Privacy and Cybersecurity Training Solution must be branded with the West Virginia State Seal and Office of Technology Logos.

3.1.1.10 The Privacy and Cybersecurity Training Solution must contain appropriate images to the training content and contain West Virginia-specific graphics.

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- 3.1.1.11** The Privacy and Cybersecurity Training Solution must contain a customer-customizable "Resources" section.
- 3.1.1.12** The Privacy and Cybersecurity Training Solution must generate optional Certificates of Completion
- 3.1.1.13** The Privacy and Cybersecurity Training Solution must provide options for course rollout assistance, specifically:
 - 3.1.1.13.1** Launching an entire course
 - 3.1.1.13.2** Launching sections of a course
 - 3.1.1.13.3** Noting students as "passed" or "failed"
 - 3.1.1.13.4** Pass or failed percentage or score must be customizable.
- 3.1.1.14** The Privacy and Cybersecurity Training Solution must allow knowledge checks and graded assessments
- 3.1.1.15** The Privacy and Cybersecurity Training Solution must have a targeted length of at least 30 minutes, and no more than 45 minutes, of education content.
- 3.1.1.16** The Privacy and Cybersecurity Training Solution must provide a phishing simulator along with training if an end user fails the phishing simulation.
- 3.1.1.17** The Phishing Simulator must have predesigned and editable phishing templates for users conducting the simulation.
 - 3.1.1.17.1** Customization must be included for the email message itself along with; attachments and web address the end user will click on.
 - 3.1.1.17.2** Predesigned templates must mimic current real-world phishing attacks.
- 3.1.1.18** The phishing simulator must support multi-factor authentication for log-in.
- 3.1.1.19** The phishing simulator must integrate with Microsoft Lightweight Directory Access Protocol (LDAP).

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- 3.1.1.20** Provide reports, visualizations and graphs showing user interactions.
 - 3.1.1.20.1** Reports must be able to be exported to popular file formats for distribution such as .pdf, .csv, .xlsx, etc.
 - 3.1.1.20.2** Reports must be able to generate reports for specific end-users or specific state.
- 3.1.1.21** The phishing simulator must support automation for creating future tests and automatically launching them on the specified date.
- 3.1.1.22** The phishing simulator must also include a reporting option for the end users to report phishing emails and track the reporting statistics for testing campaigns.
 - 3.1.1.22.1** The reporting option must be able to be utilized for all phishing emails reported to the Office of Technology.
 - 3.1.1.22.2** Be sure to describe and list all tools or processes that can be used to analyze malicious email with the reporting tool.
- 3.1.1.23** The phishing simulator must have the ability to test for user input (i.e. the user clicks on a link and provides requested information to "scammers")
- 3.1.1.24** The phishing simulator must support attachments.
- 3.1.1.25** The phishing simulator must be able to provide, at a minimum, statistics on: users that clicked links and/or visited sites, provided credentials, opened or forwarded the email, time stamps for interactions, phishing training and test results.
- 3.1.1.26** The phishing simulator must support phishing campaigns up to 5,000 users/email addresses.
- 3.1.1.27** The phishing simulator must have end-user education options in the form of an educational landing page, reply email, or training module.

REQUEST FOR QUOTATION
Custom Information Technology Training (OT21024)

3.1.2 Vendor should provide documentation with its bid showing how its product meets the specifications contained in this solicitation. This information must be provided prior to award.

3.1.3 Vendor should include Optional Annual Renewal Years pricing for Years 2, 3, and 4. Optional Annual Renewals will be initiated by the Agency, agreed to by the Vendor, and executed via formal Change Order processed by the WV Purchasing Division.

4 CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide a lump sum yearly purchase price for the customized Information Security Training solution. The Contract shall be awarded to the Vendor that provides the customized Information Security Training solution meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Page: Vendor should complete the Pricing Page by filling in the price for the customized Information Security Training Solution with a one-year license, plus providing hourly rate costs for additional customization and program add-ons. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5 PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6 DELIVERY AND RETURN:

REQUEST FOR QUOTATION
Custom Information Technology Training (OT21024)

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 90 working days after receiving a purchase order or notice to proceed unless an alternative deadline is agreed to by both parties. Contract Items must be delivered to Agency at 1900 Kanawha Blvd. East, Bldg. 5, 10th Floor, Charleston, WV 25302. Attention: Danielle Cox.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7 VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

REQUEST FOR QUOTATION
Custom Information Technology Training (OT21024)

- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.
- 7.2 The following remedies shall be available to Agency upon default.
 - 7.2.1 Immediate cancellation of the Contract.
 - 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 7.2.3 Any other remedies available in law or equity.

SOLICITATION NUMBER: CRFQ ISC2100000005

Addendum Number:

No.01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☒ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. The purpose of this addendum is to extend bid opening date one week.

No additional changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

SOLICITATION NUMBER: CRFQ ISC2100000005

Addendum Number: No.02

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☒ **Modify bid opening date and time**
- ☐ **Modify specifications of product or service being sought**
- ☐ **Attachment of vendor questions and responses**
- ☐ **Attachment of pre-bid sign-in sheet**
- ☐ **Correction of error**
- ☐ **Other**

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. The purpose of this addendum is to extend bid opening date one week to give the agency additional time to address all technical questions received.

No additional changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

SOLICITATION NUMBER: CRFQ ISC2100000005

Addendum Number:

No.03

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. The purpose of this addendum is to address all technical questions received.

No additional changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

Technical Questions for CRFQ ISC21*05 – Security Training Tool

1. Will the domain that all the users are on be *.wv.gov ? Or will there be any different/additional domains?
98% of domain users use WV.gov, however there are 10 very small agencies that have different domains (less than 1,000 users)
2. Bid opening date 2nd September 2020 (Is this date from when we can send proposals till due Date i.e. 9th September 2020)
Bid opening date is the deadline for submission of bids.
3. Can we send the proposal via email? If yes then at which email address.
Please refer to Bid Submission in the 'Instructions to Vendors Submitting Bids.'
4. By any chance are there possibilities of extending final submission dates.
The bid opening date will remain as currently published.
5. In the RFQ Section 4.2 Pricing Page (Image 1 Below), it states that the Vendor should complete the "Pricing Page", but it was not included in the documents provided, nor could I locate it on the WV State website under the purchasing forms.
Pricing Page shall be the pricing entered into wvOASIS.
6. Is this a document that you can forward to me or will our pricing page be sufficient to fulfill this requirement?
See Response 5.
7. In the General Terms and Conditions Document, Section 8 Insurance (Image 2 Below), the Check Mark indicates that Commercial General Liability Insurance is required. Seeing that the Services we are Providing will be remote via an LMS system and not be onsite, is this still a requirement?
Yes
8. If it is on-prem then brief about hardware availability for LMS and video streaming servers? Will they be provided by the client?
N/A. This will not be on prem.
9. The LMS (Learning Management System) deployment would be an on-prem or as a service?
N/A. This shouldn't be on prem
10. If it is on-prem then brief about hardware availability for LMS and video streaming servers? Will they be provided by the client?
N/A. This shouldn't be on prem
11. Streaming servers, will they be provided by the client?
N/A. This shouldn't be on prem
12. Will you also require DDoS protection and a WAF?
No.
13. Is registration with West Virginia Purchasing Department Mandatory before Award date?
Please refer to Registration in 'Instructions to Vendors Submitting Bids'

14. Can we Submit proposals electronically via email if yes please help us with the email address.
See Response 3
15. Who is the current incumbent?
This is a new solicitation opportunity.
16. What is the reasoning for the LMS to be compatible with SCORM 2.0?
It's a technical standard and a mandatory requirement.
17. Specifically, how is the LMS supposed to be compatible with SCORM 2.0?
Allows for additional 3rd party SCORM compliant courses to be uploaded, or other courses to be pulled down and modified as needed.
18. If it the expectation that the vendor will upload the third-party SCORM courses, or does the State of West Virginia request the ability to upload these courses?
Either is acceptable
19. What is meant by, "The Privacy and Cybersecurity training solution must have editable modules for the following topics?"
The ability to make minimal changes to things like titles, URLs, definitions.

What is meant by "editable?"
The ability to make minimal changes to things like titles, URLs, definitions.
20. What is budgeted for this contract?
The State does not share its budgeted amount.
21. For the role based training requirement, can the State of West Virginia provide specifically what roles receive what training?
High level roles like Administrators, Managers, Financial staff, HR staff.
22. What is meant by, "The Privacy and Cybersecurity Solution must contain customer-customizable "Resources" section," and specifically, what is this "resources" referring to?
The ability to add additional resources for training and courses that can be customizable by the state.

SOLICITATION NUMBER: CRFQ ISC2100000005
Addendum Number: No.04

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. The purpose of this addendum is to address an additional technical question that was received after the deadline.

No additional changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Technical Questions for CRFQ ISC21*05 – Security Training Tool

1. **There is a reference to SCORM 2.0 on both the bid documents and the addendum No. 3 as an technical industry standard. I have verified with multiple sources that the more likely standard is Scorm 1.2 or Scorm 2004**

Scorm 2.0 is Scorm 2004; however, the WVOT will accept Scorm 1.2 or higher.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

MediaPro Holdings, LLC

Company

Trevor Tawney

Authorized Signature

12/2/2020

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

MediaPRO Response to 'WV Bid Documents.pdf' - RFQ Specifications

1. Purpose and Scope:

MediaPRO is pleased to respond to WVOT's RFQ for a product that will provide security and privacy training for an estimated 25,000 end users with an integrated phishing simulator and training.

2. Definitions: 2.3 "Contract Item" through 2.16 "Minimum Necessary Standard" - MediaPRO acknowledges and accepts these definitions.

3.1.1 Custom Privacy and Cybersecurity Training Solution

3.1.1.1 Yes. MediaPRO offers an adaptive curriculum for Cybersecurity (Information Security) and Privacy training solution. The State of West Virginia can customize the training topics included in each training offering.

3.1.1.2 Yes. MediaPRO's Privacy and Cybersecurity Training Solution integrates with the following Active Directory environments: Microsoft ADFS, Azure, Ping, Okta

3.1.1.3 Yes. MediaPRO's Privacy and Cybersecurity Training Solution has over 400 interchangeable topics, here are samples of those requested at a minimum:

3.1.1.3.1 Understanding Security Threats – Yes, Sample below

Security Awareness TrainingPack

Security at a Glance Topics



Security Threats at a Glance

A security threat is anything that puts our information or resources at risk. Such incidents may result from malicious attempts to steal information or from simple inattention to a security policy or procedure.

You encounter countless threats throughout your work day, often without realizing it. However, you have the power to stop most incidents from occurring.

Take a moment to learn more about security threats.

 To learn more, click each **BUTTON** and explore the associated threats. When you are ready, click **NEXT**.



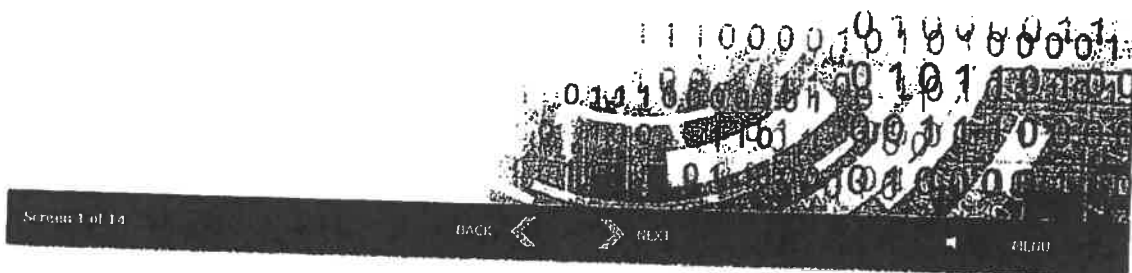
Types of Threats

Your awareness and good security habits are key to stopping the nearly endless threats posed by loss, theft, and cybercrime.

Take a moment to learn more about how these threats may manifest.

- 🔊 To begin, click **START**. Read each scenario and answer the question. To see examples of threats, click **EXAMPLES**. When you are finished, click **NEXT**.

START



Screen 1 of 14

BACK

NEXT

END

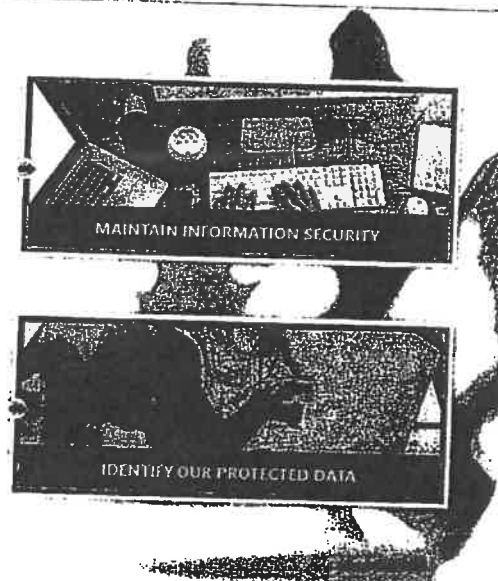
3.1.1.3.2 Security Responsibilities – Yes, Sample below

Your Responsibilities

Many employees don't realize the impact their actions have on the security of our organization and our customers. Whether you password protect your laptop or shred a confidential document, these seemingly minor decisions have a huge impact on information security.

Our number one defense against information theft and loss is you. Everyone is responsible for knowing and following our organization's security policies and procedures. By doing so, you ensure our information and resources remain secure, protect our reputation, and help us avoid costly penalties for violating the law.

- 🔊 To learn more, click each **RESPONSIBILITY**. When you are finished, click **NEXT**.



Screen 3 of 14

BACK

NEXT

END

3.1.1.3.3 Physical Threats – Yes, Sample below

Security Awareness TrainingPack

Security at a Glance Topics

MediaPRO

Physical Security at a Glance

You are one of the most important defenders of the physical security of our information and property.

Your actions help protect our personnel, resources, and facilities from loss or damage from events such as theft, vandalism, fires, and natural disasters.

Take a few moments to learn about some best practices for protecting us.

To learn more about physical security best practices, click each IMAGE. When you are finished, click NEXT.



Screen 2 of 11

BACK

NEXT

END

3.1.1.3.4 Emergency Preparation – Yes, Sample below

Security Awareness TrainingPack

Physical Security

MediaPRO

Emergency Preparation

Earthquakes, fires, storms, floods—these kinds of disasters all pose a threat to our physical security. Knowing ahead of time what to do in an emergency can ease stress and keep you safe.

Take a minute to review these tips on how to prepare for emergencies before they happen.

To review how emergency preparation helps you to safeguard against physical threats, click each CHECK BOX. When you are finished, click NEXT.

Emergency Preparation Checklist

- ☐ Know your office layout and evacuation routes.
- ☐ Keep emergency phone numbers handy.
- ☐ Participate in all emergency drills.
- ☐ Verify and update your contact information.

Screen 3 of 11

BACK

NEXT

END

3.1.1.3.5 Securing Work Areas and Resources – Yes, Sample below

Security Awareness TrainingPack

Physical Security

MediaPRO

Securing Work Areas and Resources

We take for granted that our facilities and resources are secure. As a result, we fall into bad habits. We don't think about how one mistake could compromise sensitive information ... until it's too late.

It's time to start thinking more about security so that you can protect your work area and our important resources throughout your day.



To learn more, click **START** and decide if each action is a **DO** or **DON'T**. When you are finished, click **NEXT**.

START

Screen 4 of 8

BACK

NEXT

Security Awareness TrainingPack

Physical Security

MediaPRO

Securing Work Areas and Resources

YOUR WORKSPACE

Keep documents containing sensitive information in a handy, easy to see place.

DO DON'T

Question 1 of 12

Screen 4 of 8

BACK

NEXT

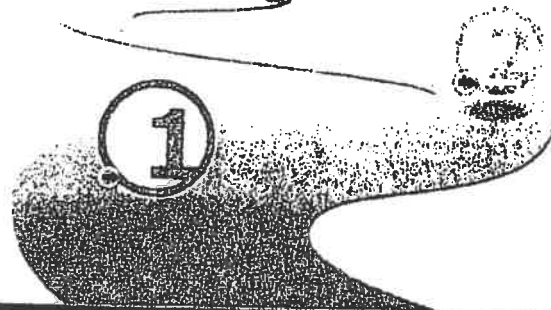
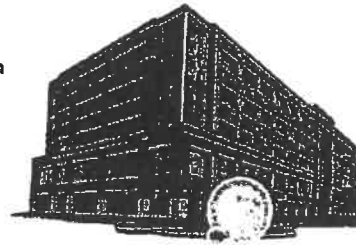
3.1.1.3.6 Access Controls – Yes, Sample below

Access Controls

Access controls are designed to prevent unauthorized parties from entering our facilities and also to limit access to confidential information. To ensure our access controls function as intended, you must follow our policies.

Practice implementing access controls by completing the Access Control Challenge.

- 6 To prevent unauthorized access to our facility, click each NUMBER and decide whether the action is safe or unsafe. When you are finished, click NEXT.



Screen 5 of 8

BACK



NEXT

END

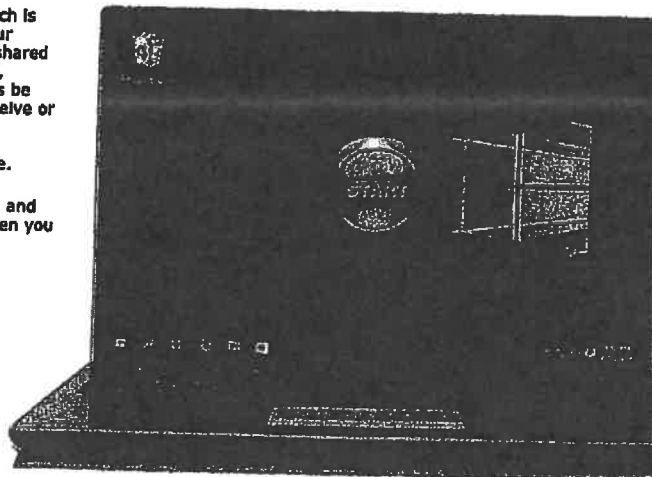
3.1.1.3.7 Safe Computing and Electronic Threats – Yes, Sample below

Electronic Threats

Electronic threats most often come as malware, which is short for "malicious software." Malware can infect our organization's computers and our network through shared files, e-mail attachments, CD-ROMs, portable drives, hyperlinks, and downloads from the Internet. Always be 100% confident in the source of information you receive or download.

Learn how to recognize the warning signs of malware.

- 6 Click START to begin. Watch each ANIMATION and then identify the warning sign of malware. When you are finished, click NEXT.



Screen 9 of 16

BACK



NEXT



END

3.1.1.3.8 Social Engineering Threats – Yes, Sample below

Security Awareness TrainingPack

Safe Computing



Social Engineering Threats

Social engineering is the clever manipulation of people in order to gain privileged information. People who engage in social engineering use deception and will readily lie to try to get you to help them.

They may attempt to gain access to buildings or try to elicit passwords or other sensitive information from you.

Social engineering occurs:

- On the telephone as a request for information.
- In person as a request for access.
- Via e-mails as a request for information.

Take a moment to experience social engineering in action and see if you can spot what went wrong.

8 To learn more, click **START**. When you are finished, click **NEXT**.



Screen 3 of 16

BACK

NEXT

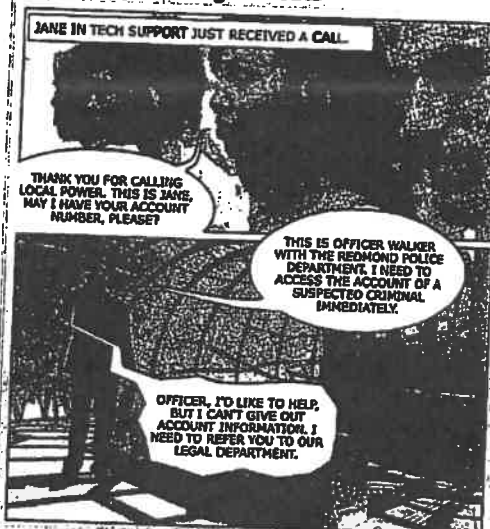
03/10/11

Security Awareness TrainingPack

Safe Computing



Social Engineering Threats



Read the scenario at left. Did Jane jeopardize security?

- ☐ Yes. Jane jeopardized security when she denied information to a police officer.
- ☐ No. Jane has not jeopardized security.

Question 1 of 5

Screen 3 of 16

BACK

NEXT

03/10/11

3.1.1.3.9 Password Guidelines – Yes, Sample below

Security Awareness TrainingPack

Safe Computing

MediaPRO

Password Guidelines

Everyone knows how to create strong passwords, right? But be careful not to make assumptions based on outdated standards. Keep your passwords strong by thinking through these Dos and Don'ts.

For each item in the list, click either DO or DON'T. When you are finished, click NEXT.

Create passwords that are highly complex, using a mixture of characters, numbers, and special symbols.

DO ☐ DON'T ☐

Pick one very strong password and use it for your various accounts.

DO ☐ DON'T ☐

Check your password against a database of passwords known to have been compromised.

DO ☐ DON'T ☐

Make your passwords at least 8 characters long.

DO ☐ DON'T ☐



Screen 1 of 16

BACK

NEXT

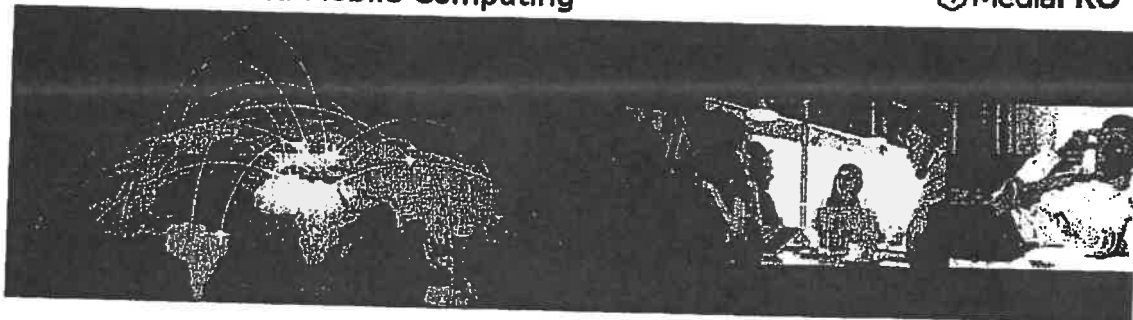
EXIT

3.1.1.3.10 Safe Remote and Mobile Computing – Yes, Sample below

Security Awareness TrainingPack

Safe Remote and Mobile Computing

MediaPRO



Introduction

Today's work environment is more connected than ever. Mobile devices and other technologies let us create a virtual office while on the road or when working from home. But this convenience must come with vigilance! Away from the safety of our network, there are a variety of electronic and physical threats.

Simple tasks—like downloading an app, sending an e-mail from home, or logging on to a hotel's Wi-Fi network—could cause a data breach. These actions, and others, must be performed with security in mind. Doing so will protect yourself and our organization.

To learn more, click OBJECTIVES. When you are finished, click NEXT.

OBJECTIVES

Screen 1 of 12

BACK

NEXT

EXIT

3.1.1.3.11 Acceptable Use – Yes, Sample below

Security Awareness TrainingPack

Safe Computing

MediaPRO

Acceptable Use

We provide computers, networks, and other electronic devices and systems to allow employees to work easily and efficiently. You probably know that these resources should be used only for work purposes, but ignoring acceptable use policies also exposes our organization to security threats, such as malware attacks and network security vulnerabilities.

Acceptable use best practices and procedures apply to everyone, and you have a responsibility to know and follow them. Take a moment to learn more about acceptable use.

- 8 To learn more, click each TOPIC and decide if each action is a DO or DON'T. When you are finished, click NEXT.



Screen 12 of 16

BACK



NEXT

00:01

3.1.1.3.12 Phishing Identification and Prevention – Yes, Sample below

Security Awareness TrainingPack

Preventing Phishing

MediaPRO

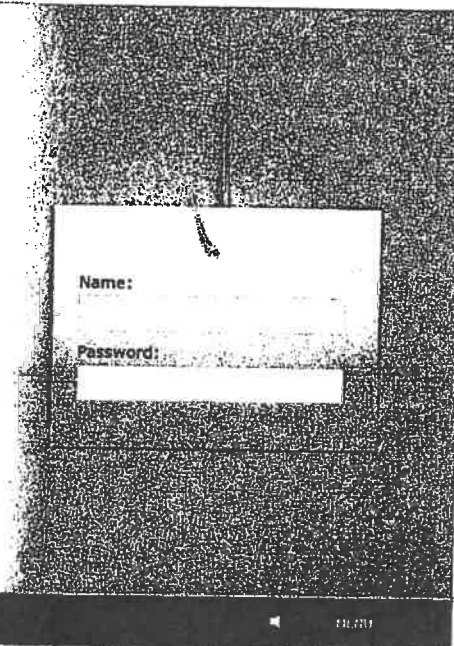
Introduction

If you or anyone you know has ever been hooked by phishing, you know it's more than just an annoyance that fills our inbox. In fact, it's a criminal activity that defrauds individuals and ruins companies, costing billions of dollars each year.

Put simply: phishing is the most significant risk to our information.

You are the target of this cybercrime—but you're also our best chance at avoiding this risk. If you develop the right attitude and the right skills, you can keep us—and yourself—safe from cybercrime.

- 8 To learn more, click OBJECTIVES. When you are finished, click NEXT.



Screen 2 of 10

BACK



NEXT

00:00

What's in a URL?

If you're going to get phished, it will likely be with a link or URL trying to seem like something else. That's why you've got to build the skills to know what's in a URL. On most systems, all you need to do is hover your mouse cursor over a hyperlink, like this one. You can view links on your smartphone too, usually by tapping and holding on the link text. But don't be fooled: the craftiest cybercrooks will disguise their links to pass as legitimate URLs on first glance.

To learn more about URLs, investigate the HYPERLINK in the message. When you are finished, click NEXT.

The screenshot shows a laptop displaying a phishing email. The email text is as follows:

Dear Valued customer,

Unfortunately your Amazon account has been a compromised by an unknown party. We have locked your account for your protection.

[Click here to change your password and reactivate your account.](#)

Sincerely,
The Amazon Fraud Protection Team

To the right of the laptop, a quiz asks: "Where would 'http://amazone.com/amazon.fraud.protection/login.php' take you?"

- ☐ amazon.com
- ☐ amazone.com
- ☐ amazon.fraud.protection

At the bottom of the screen, navigation controls include "Screen 5 of 10", "BACK", "NEXT", and "END".

The screenshot shows an email client interface. The selected email is from "specialpromotions@apple.com" to "trevor@acme.com" with the subject "Free iPhone".

Dear Valued Customer,

We know that you love music and appreciate cutting-edge technology. That's why we value your opinion on our services as we make strides to develop new and innovative products to meet your needs.

We've created a short online survey, which will take less than five minutes to complete. Upon completion of the survey, you will be entered to win a free iPhone, plus free cellular service for two years with the carrier of your choice.*

At the bottom of the email client, there is a toolbar with icons for "KEEP", "DELETE", and several other actions. Navigation controls at the very bottom include "Screen 10 of 10", "BACK", "NEXT", and "END".

3.1.1.3.13 Physical Security and Emergency Preparation – Yes, Sample below

Security Awareness TrainingPack

Physical Security

MediaPRO

Taking on Tailgating

STRANGER DANGER

As you use your credentials to enter the office, a person standing in the lobby puts away his phone and then casually attempts to follow you inside without using his credentials. He doesn't look familiar, but there have been a lot of visitors in the office lately, so maybe he's expected.

How would you respond?

- ☐ Let the person in so that he's not late.
- ☐ Say, "Bummer. I can't let you in." Then, close the door in his face.
- ☐ Ask, "Can I help you with something?"



Question 1 of 4

Screen 6 of 8

BACK

NEXT

100%

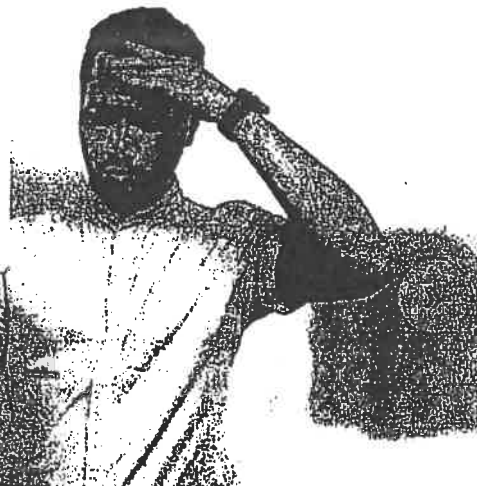
Introduction to Emergency and Crisis Management

Emergency and Crisis Management

Shelter in Place

Many emergencies make it dangerous to leave our facility. These include:

- > Weather emergencies
- > Chemical or biological attack
- > Riot or civil unrest
- > Explosion
- > Terror threat



To begin, click START. Advance the slideshow by clicking the DOUBLE ARROW (»). When you are finished, click > NEXT.

Screen 3 of 8

BACK


NEXT

100%

Emergency Preparation

Earthquakes, fires, storms, floods—these kinds of disasters all pose a threat to our physical security. Knowing ahead of time what to do in an emergency can ease stress and keep you safe.

Take a minute to review these tips on how to prepare for emergencies before they happen.

 To review how emergency preparation helps you to safeguard against physical threats, click each CHECK BOX. When you are finished, click NEXT.

Emergency Preparation Checklist

- ☐ Know your office layout and evacuation routes.
- ☐ Keep emergency phone numbers handy.
- ☐ Participate in all emergency drills.
- ☐ Verify and update your contact information.

Screen 3 of 8

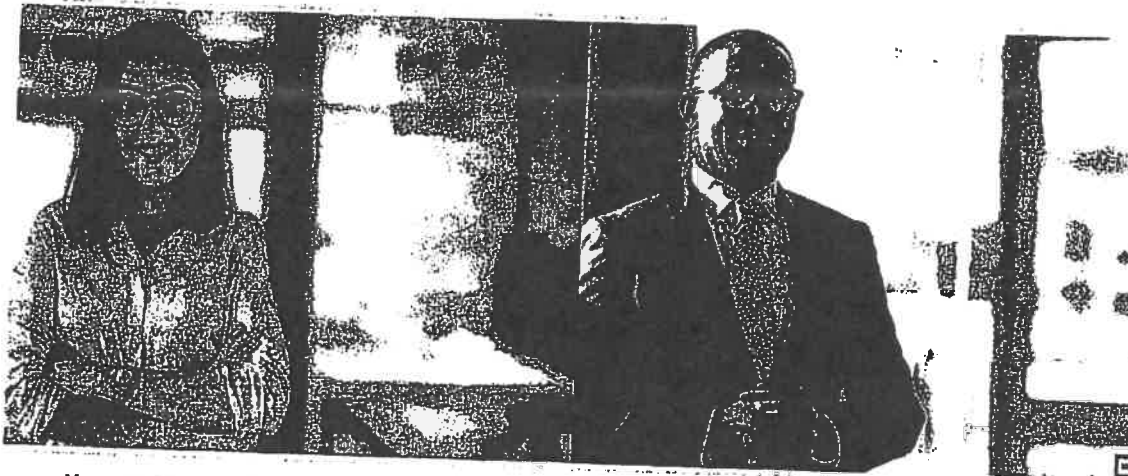
BACK

NEXT

00:20

3.1.1.3.14 Responsible Social Networking – Yes, Sample below

Introduction



Meet Crystal and Mike—two great employees with two very different opinions on a topic that continues to divide us: social media.

Screen 1 of 9

BACK

NEXT

00:00

Prudent Posts

Sharing information on social media is convenient, fun, and only takes a second. Unfortunately, it's easy to "overshare" sensitive information, even if your intentions are innocent.

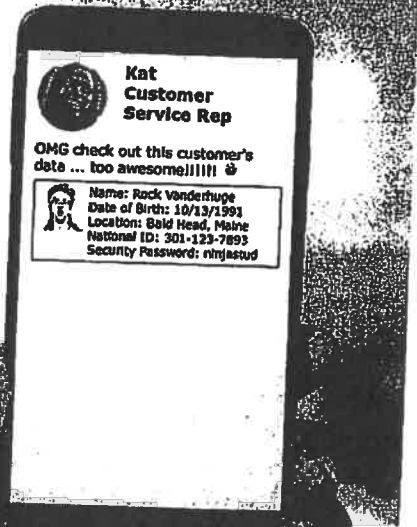
Post with caution to protect others, our organization, and yourself from a social media mishap.

PERSONAL DATA

The personal data of individuals in our care should be treated with the utmost care; don't betray that trust.

Review this inappropriate post, then click **PROTECT** to see how the post could be changed to protect sensitive information.

PROTECT



Screen 3 of 9

BACK

NEXT

END

3.1.1.3.15 Protecting and Handling Data – Yes, Sample below

Introduction

Proprietary information. Confidential e-mails. Customer records. Payroll sheets. Business contracts ... the list is endless. If information like this is mishandled, we could be in major trouble. That's why we need you to properly classify, store, transmit, and back up data, no matter what type of information you handle.

To learn more, click **OBJECTIVES**. When you are finished, click **NEXT**.

OBJECTIVES



Screen 1 of 9

BACK

NEXT

END

3.1.1.3.16 Records Management and Data Classification – Yes, Sample below

Privacy Awareness TrainingPack

Records Management

MediaPRO

Benefits of Records Management

We depend on our records. When we control the daily flow of documents, we provide our employees and customers with accurate and usable information.

Take a moment to explore some of the benefits of our records management policies.

To view benefits of our records management policies, click each **IMAGE**. When you are finished, click **NEXT**.



Screen 2 of 14

BACK

NEXT

NEXT

Privacy Awareness TrainingPack

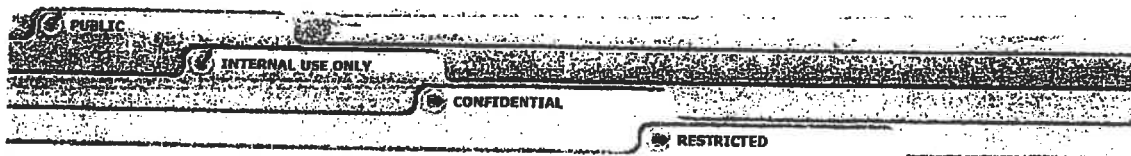
Records Management

MediaPRO

Data Classifications

While some records contain information that is public knowledge, others contain information that must be guarded against unauthorized access. Our data classification and protection procedures help you understand what records need to be protected and what is available for public disclosure.

To learn more about our data classifications, click each **FOLDER**. When you are finished, click **NEXT**.



DATA CLASSIFICATIONS

Screen 4 of 14

BACK

NEXT

NEXT

3.1.1.3.17 Privacy Awareness and Privacy Principles (PII) - Yes, Sample below

Privacy Awareness TrainingPack

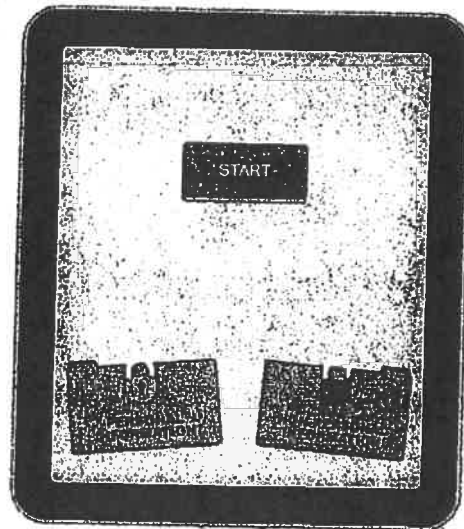
Privacy and Personal Information

MediaPRO

Identifying Personal Information

COMMON EXAMPLES OF PERSONAL INFORMATION

- Names
- Addresses
- Dates of birth
- Credit card numbers
- Social Security numbers
- Driver's license numbers
- E-mail addresses
- Account numbers
- Biometric data
- Genetic information
- Location data
- Photos



Screen 6 of 14

BACK

NEXT

END

Privacy Awareness TrainingPack

Privacy and Personal Information

MediaPRO

Defining Privacy

In the professional world, privacy means an individual's expectation that we will use their personal information in limited ways and protect it from disclosure to unauthorized parties. However, there's no single definition of what counts as personal data; it varies from nation to nation—and even from industry to industry.

Take a moment to learn more about the different types of personal data and how each applies to an individual's right to privacy.



To learn more, click each type of DATA. When you are finished, click NEXT.

PERSONAL
DATA

SENSITIVE
PERSONAL DATA

GENETIC AND
BIOMETRIC DATA

PSEUDONYMOUS
DATA

Screen 3 of 14

BACK

NEXT

END

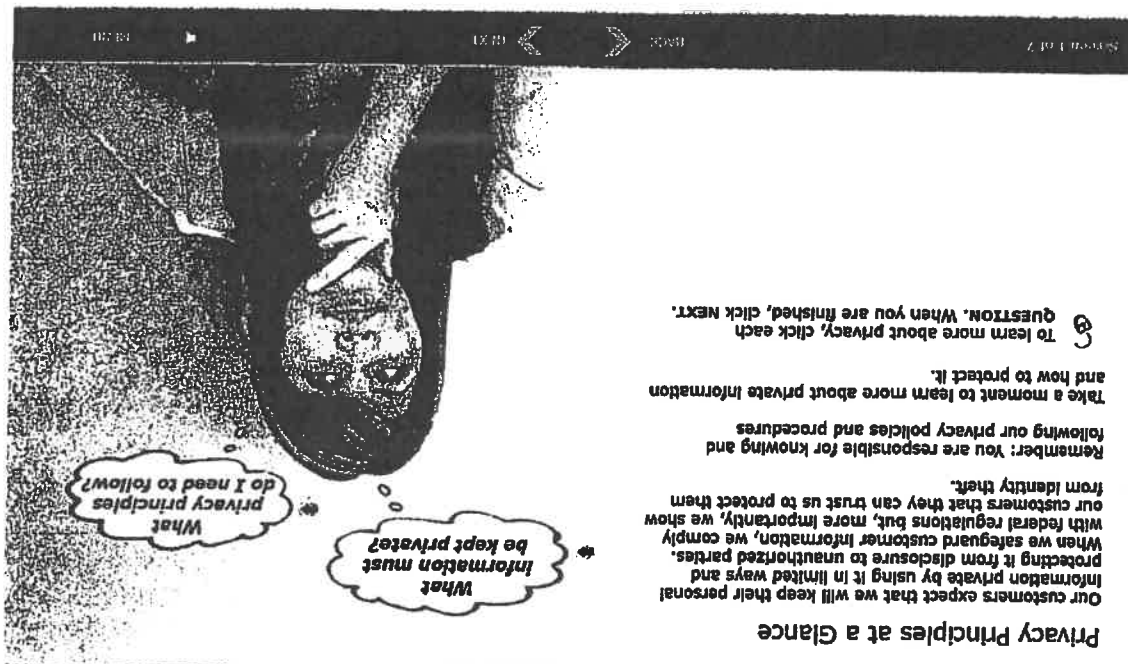
Privacy Principles at a Glance

Our customers expect that we will keep their personal information private by using it in limited ways and protecting it from disclosure to unauthorized parties. When we safeguard customer information, we comply with federal regulations but, more importantly, we show our customers that they can trust us to protect them from identity theft.

Remember: You are responsible for knowing and following our privacy policies and procedures

Take a moment to learn more about private information and how to protect it.

To learn more about privacy, click each QUESTION. When you are finished, click NEXT.



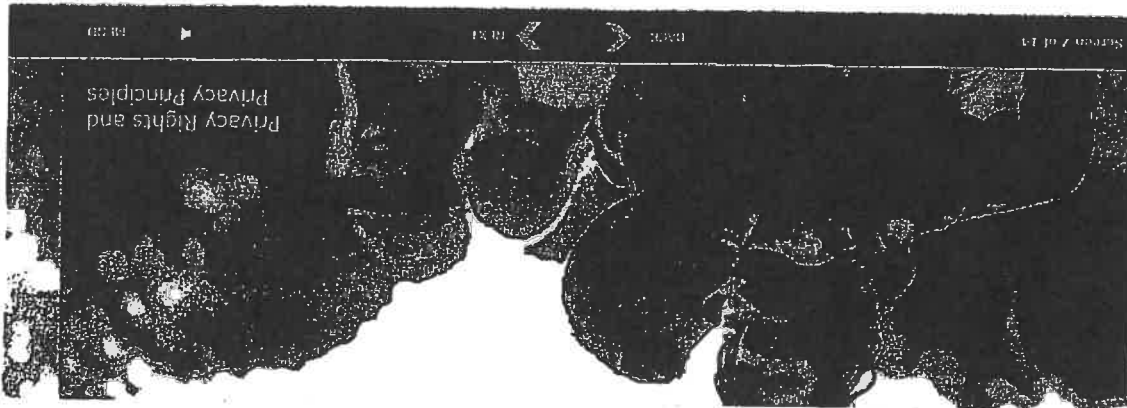
Privacy and Personal Information

Privacy Principles

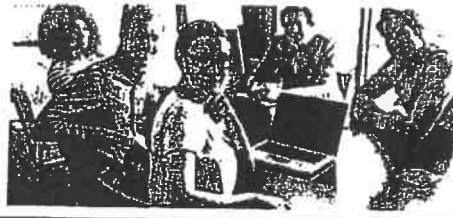
Imagine yourself as a potential customer of our organization. Wouldn't you control over your personal information? That we respected your choices and offered you control over your personal information?

We use our privacy principles as guidelines to ensure that we respect the rights and preferences of those whose information we collect, in accordance with the highest standards. Take some time to learn more about the relationship between those privacy rights and principles.

To learn more, advance the SLIDESHOW by clicking the DOUBLE ARROW (»). When you are finished, click NEXT.



3.1.1.3.18 Complying with PCI DSS – Yes, Sample below



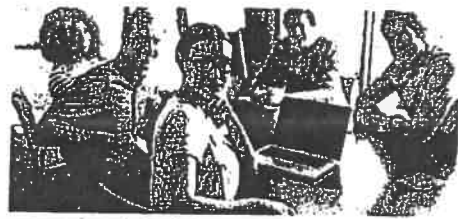
PCI Security Standards for IT and Back Office

- PCI Security Standards Assessment

Threats to Cardholder Data
The PCI Security Standards
Common Fraudulent Practices
Payment Card Security Features
Protecting Cardholder Data at Work
PCI DSS Requirements
Retention, Access, and Distribution
Working with Vendors
Reporting an Incident
Knowledge Check
Summary

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page
visited



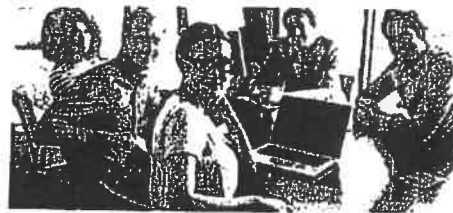
PCI Security Standards for Managers

- PCI Security Standards Assessment

Threats to Cardholder Data
The PCI Security Standards
Ensuring PCI Compliance
Common Fraudulent Practices
Payment Card Security Features
Protecting Cardholder Data at the Point of Sale
Protecting Cardholder Data at Work
PCI DSS Requirements
Retention, Access, and Distribution
Working with Vendors
Preventing Card Device Tampering
Reporting an Incident
Knowledge Check
Summary

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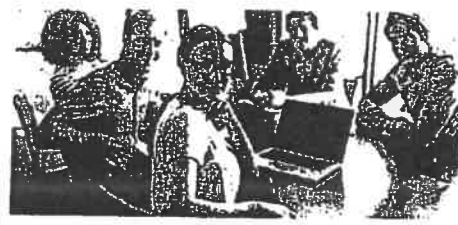
PCI Security Standards on the Phone and Online

- PCI Security Standards Assessment

Threats to Cardholder Data
The PCI Security Standards
Common Fraudulent Practices
Payment Card Security Features
Processing Payment Card Transactions
Protecting Cardholder Data at Work
Reporting an Incident
Knowledge Check
Summary

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visited



PCI Security Standards at the Point of Sale

- PCI Security Standards Assessment

Threats to Cardholder Data
The PCI Security Standards
Common Fraudulent Practices
Payment Card Security Features
Processing Payment Card Transactions in Person
Responding to Payment Card Fraud
Protecting Cardholder Data at the Point of Sale
Preventing Card Device Tampering
Reporting an Incident
Knowledge Check
Summary

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page
visited

3.1.1.3.19 Complying with HIPAA – Yes, Sample below



HIPAA for Covered Entities

- ✓ Introduction
- Using and Disclosing PHI
- Rights of Individuals
- Securing PHI
- Enforcement and Breach Notification

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Last
page
visited

3.1.1.3.20 Understanding PHI – Yes, Sample below

Privacy Awareness TrainingPack

Privacy and Personal Information

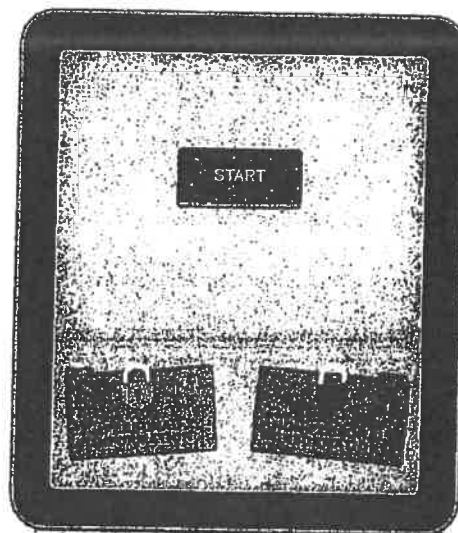


Identifying Personal Information

Any information used to identify an individual, either directly or indirectly, is personal information and must be safeguarded. Think of it this way: if it's about a person, it's probably personal information. Information that is not linked to an identifiable individual does not require such care.

Take a little time to practice identifying personal information.

- 6 To begin, click **START**. Categorize the information as either personal information or non-personal information by dragging the message to the correct folder. To view examples of personal information, click **HINT**. When you are finished, click **NEXT**.



3.1.1.3.21 Social Engineering – Yes, Sample below

Security Awareness TrainingPack

Safe Computing

MediaPRO

Social Engineering Threats

Social engineering is the clever manipulation of people in order to gain privileged information. People who engage in social engineering use deception and will readily lie to try to get you to help them.

They may attempt to gain access to buildings or try to elicit passwords or other sensitive information from you.

Social engineering occurs:

- On the telephone as a request for information.
- In person as a request for access.
- Via e-mails as a request for information.

Take a moment to experience social engineering in action and see if you can spot what went wrong.



To learn more, click **START**. When you are finished, click **NEXT**.

Screen 3 of 16

BACK

NEXT

EXIT

3.1.1.3.22 Identity Theft – Yes, Sample below

Privacy Awareness TrainingPack

Identity Theft

MediaPRO

Introduction

Do you recycle your junk mail? Do you shred every bank statement? When you receive a call, do you verify the caller's identity before discussing personal details?

Personal information is incredibly easy to obtain, and thieves use this information in a variety of ways—financial gain, criminal evasion, and illegal collection of Social Security and medical benefits, just to name a few.

Armed with stolen personal information, identity thieves can rob us of customer trust and confidence. We have an obligation to our customers and coworkers to protect and safeguard our organization by learning to identify the red flags of identity theft.



To learn more, click **OBJECTIVES**. When you are finished, click **NEXT**.

OBJECTIVES

- Identify the different types of identity theft.
- Define the key terms and concepts related to the Red Flags Rule.
- Recognize some of the ways identity thieves try to deceive their victims.

OBJECTIVES

Screen 2 of 8

BACK

NEXT

EXIT

3.1.1.3.23 Incident Reporting – Yes, Sample below

Security Awareness TrainingPack

Global Topics

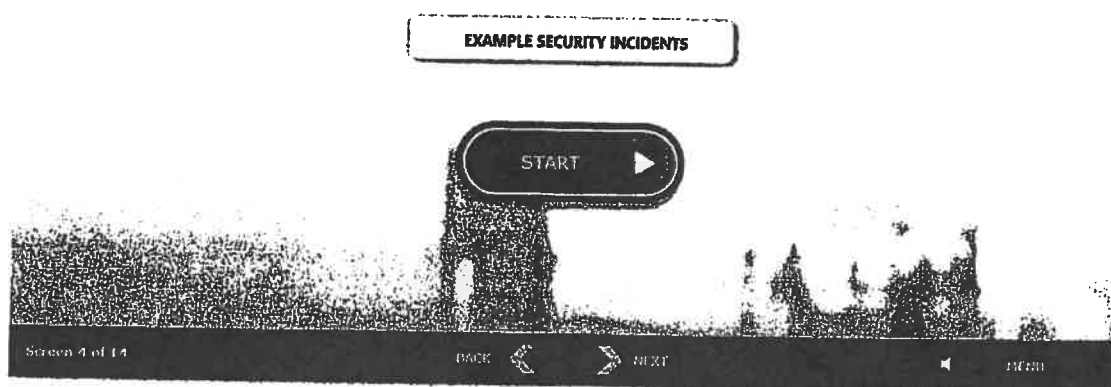
MediaPRO

Reporting an Incident

You can never be "too busy" to sound the alarm. Reporting an incident only takes a few moments, but may be one of the most important things you can do to protect our organization.

Not all incidents are obvious. In fact, many can go overlooked if you make assumptions or work around our processes. Trust your intuition. Play it safe. Report even suspected incidents without delay.

 To begin, click **START**. You can click **EXAMPLE SECURITY INCIDENTS** to see some of the most common incidents you might encounter. When you are finished, click **NEXT**.




Security Awareness TrainingPack

Safe Remote and Mobile Computing

MediaPRO

Remote Incident Reporting

When you're working remotely, you're even more vulnerable than usual to cybercrime. If you notice something unusual or even if you only suspect that an incident has occurred, it's vital that you contact our IT department right away.

 Read each statement and answer the question; then click **NEXT QUESTION**. To see examples of incidents, click **HINT**. When you are finished, click **NEXT**.

Did I seriously just delete that e-mail? Whose idea was it to make this phone's "delete" icon look like that!

Should this be reported to IT?

☐ Yes

☐ No

QUESTION 1 of 5



Screen 11 of 12

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NEXT

MENU

3.1.1.3.24 HIPAA Training Including:

3.1.1.3.24.1 What is HIPAA – Yes, Sample below

HIPAA for Business Associates

Introduction



HIPAA Overview

The Health Insurance Portability and Accountability Act (HIPAA) permits providers, insurance companies, other healthcare entities, and business associates to exchange information necessary for treatment, payment, and healthcare business operations.

In this course, you'll learn how to protect health information and adhere to HIPAA regulations. Take a moment to review the course objectives.

OBJECTIVES

- Recall the negative impacts for businesses and individuals when personal health information isn't protected.
- Identify items that contain protected health information (PHI).
- Recognize your responsibilities for complying with HIPAA regulations.

To continue, click ► NEXT.

SCREEN 1 of 6

BACK



NEXT



MENU

3.1.1.3.24.2 Personal Health Identifying Information – Yes, Sample below

Protected Health Information (PHI)

Protected Health Information (PHI) is any health-related information that can be used alone, or in combination with other information, to identify an individual. We are required to protect patient privacy when collecting, using, storing, disclosing, transmitting, and disposing of PHI in verbal, written, or electronic form (including photos and videos).

PHI may be found in healthcare records, demographic information, payment information, insurance claims—the list is endless. See if you can determine if the examples shown contain PHI.

PHI

1 of 7

Does this contain PHI?

YES

NO

PBCH Clinic: Patient Contact Information

Joe Johnson	(123) 456-7890
Patient Name	Home Phone
1234 Anywhere Dr, Fargo, ND 58103	(234) 567-8910
Address: City, State, ZIP Code	Cell Phone
Jane Johnson	j.johnson@email.com
Emergency Contact	Email Address

To complete the exercise, determine if each example is PHI and click YES or NO. If you need help, click the PHI button to view examples. When you are finished, click > NEXT to continue.

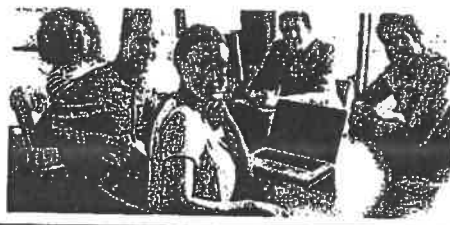
SCREEN 3 OF 6

BACK

NEXT

PHI

3.1.1.3.24.3 Covered Entities – Yes, Sample below



HIPAA for Covered Entities

- ✓ Introduction
- Using and Disclosing PHI
- Rights of Individuals
- Securing PHI
- Enforcement and Breach Notification

- Our Principles
- Rights of Individuals
- Notice of Privacy Practices
- Handling Requests
- Review Your Knowledge
- Summary

COURTESY OF 2020 LITIGANT

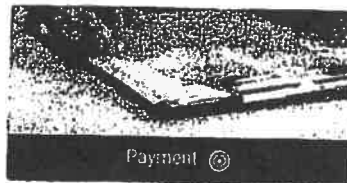
Last
page
visited

3.1.1.3.24.4 HIPAA Privacy Rule – Yes, Sample below

HIPAA Privacy Rule

The HIPAA Privacy Rule defines the permitted uses and disclosures of PHI. At its most fundamental, the rule states that we must use only the minimum necessary PHI for treatment, payment, and healthcare operations.

No matter how our organization uses PHI, the first step to help us stay in compliance is to be aware of when HIPAA applies.



To learn more about situations when HIPAA applies, click each IMAGE. When you are finished, click > NEXT.

SCREEN 2 of 7

BACK

NEXT

HOME

3.1.1.3.24.5 HIPAA Security Rule – Yes, Sample below

HIPAA Security Rule

The HIPAA Security Rule defines the standards required for securing electronic PHI (e-PHI).

Anyone who comes into contact with e-PHI must follow our administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of healthcare information.

In general, these safeguards accomplish four requirements.

Ensure the confidentiality, integrity, and availability of all e-PHI in our care.

Protect against reasonably anticipated threats or hazards to e-PHI in our care.

Protect against reasonably anticipated uses or disclosures of e-PHI not permitted or required under the HIPAA Privacy Rule.

Ensure our workforce complies with the HIPAA Security Rule.

To learn more, click each REQUIREMENT. When you are finished, click > NEXT.

SCREEN 2 of 7

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HOME

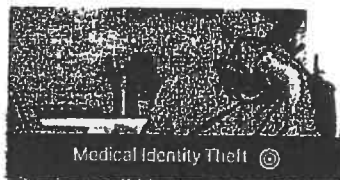
3.1.1.3.24.6 HIPAA Enforcement Rule – Yes, Sample below

Real People, Real Stories

When you visit a healthcare professional, you trust that your information will remain private. You expect that your medical records will be accessed only by those with a legitimate need to know, even though that information will pass through the hands of dozens of employees, from registration staff to clinical employees to third-party services.

As a service provider to the healthcare industry, we are considered a Business Associate; and whether we handle information in a doctors' office, hospital, insurance company, or in another organization in the health industry, our clients and their patients are trusting us to treat information responsibly. But sometimes carelessness or misguided intentions keep this from happening.

Check out what could happen if private health information isn't protected.



To learn more, click each IMAGE. When you are finished, click > NEXT.

SCREEN 2 of 6

BACK

NEXT

END



Medical Identity Theft

"Recently, I received an Explanation of Benefits statement containing charges for services I did not receive.

It turns out that someone had accessed my health information and used my insurance to pay for repeated office visits and treatments. It's going to take months to fix this."

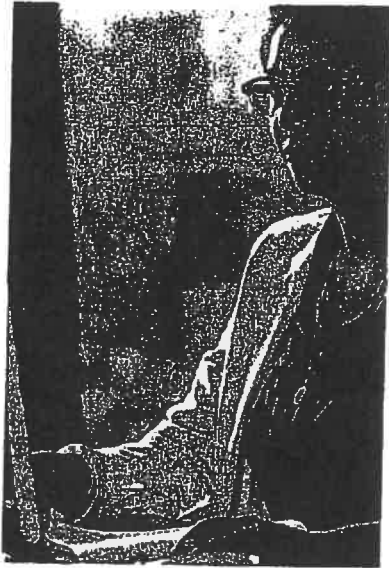
SCREEN 2 of 6

BACK

NEXT

END

3.1.1.3.24.9 The Minimum Necessary Standard - Yes, Sample below



Permitted Disclosures

X

“ We stick to the rules of our BAA, but I'll also need access to PHI if I'm going to manage our organization, right? ”

Next Scenario

PHI can be disclosed in this circumstance.

We may use PHI if required to help us manage and administer our organization so that we can live up to our BAA. However, even with this in mind, we must always disclose the minimum necessary information.

1/4



3.1.1.3.24.10 Business Associate Agreements – Yes, Sample Below

HIPAA for Business Associates

Using and Disclosing PHI



Business Associate Agreements

We sign Business Associate Agreements (BAAs) with our customers, which outline the actions required for us to use and disclose PHI. We are contractually and legally obligated to incorporate appropriate use and disclosure requirements into our business processes.

Likewise, we are also obligated by law to provide similar written agreements to our subcontractors that address their obligations for using, disclosing, and safeguarding PHI.

To continue, click > NEXT.

SCREEN 4 of 8

BACK



NEXT



MENU

3.1.1.3.24.11 Patient Rights- Yes, Sample Below

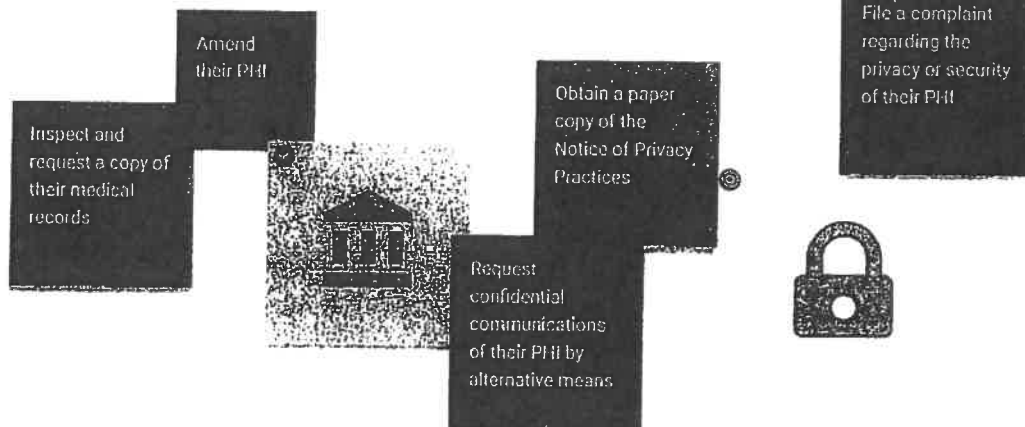
HIPAA for Covered Entities

Rights of Individuals



Rights of Individuals

HIPAA isn't just about protecting information; it also gives individuals a variety of rights that must be upheld. It's your duty to see that these rights are respected.



To learn more, click each TILE. When you are finished, click > NEXT.

SCREEN 2 of 6

BACK






























NEXT



MENU

3.1.1.4 Yes. MediaPRO's Privacy and Cybersecurity Training Solution includes Role Based Training.

All (33) Courses (23) Videos (6) Articles (1) Posters (3) Games (0)				
Sort by Name - Asc				
NAME	CURRENT TYPE	LENGTH	ACTIONS	
 PCI Security Standards for IT and Back Office	Course	19m		
 PCI Security Standards for Managers	Course	24m		
 Personal Information Mini	Course	6m		
 Privacy for Call Centers	Course	26m		
 Privacy for Human Resources (HR)	Course	28m		
 Privacy for Information Technology (IT)	Course	28m		
 Privacy for Legal Professionals	Course	26m		
 Privacy for Managers	Course	23m		
 Privacy for Sales and Marketing Professionals	Course	26m		

3.1.1.5 Yes. MediaPRO's Privacy and Cybersecurity Training Solution supports 25,000+ active users (employees and on-site contractors).

3.1.1.6 MediaPRO's Privacy and Cybersecurity Training Solution is compatible with multiple tracking standards including SCORM 1.2. The solution is easily hosted in MediaPRO's LMS and any other LMS supporting SCORM 1.2 SCORM 2004 or AICC tracking standards.

Configure the Course

From here, you may edit the project and course name, as well as add any additional features

Project Name:
PCI Security Standards for Managers - Copy

Course Name:
PCI Security Standards for Managers

Features

Tracking:

None

None

Scorm 1.2

Scorm 2004

AICC

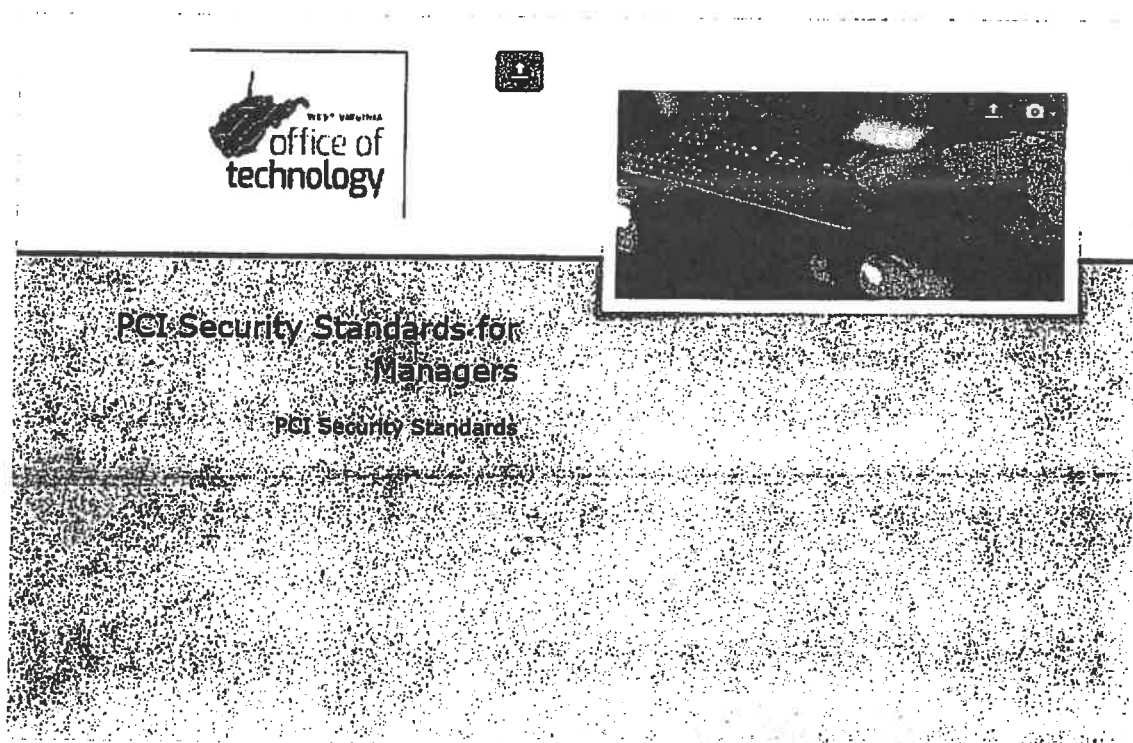
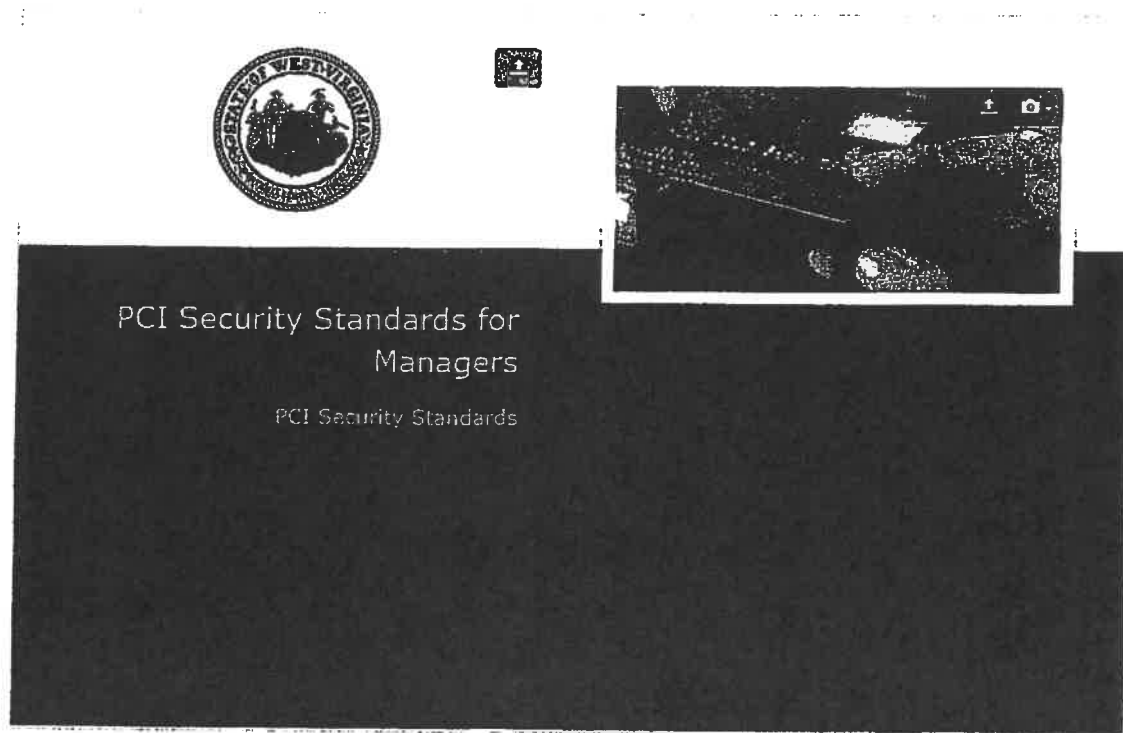
Passing Score
80 %

☒ **Max Questions**
10

3.1.1.7 Yes. MediaPRO's Privacy and Cybersecurity Training Solution allows for additional 3rd party SCORM compliant courses to be uploaded.

3.1.1.8 Yes. MediaPRO's LMS integrates with Microsoft Active Directory solutions. LDAP integration can be developed using API keys.

3.1.1.9 Yes. MediaPRO's Privacy and Cybersecurity Training Solution is branded with the West Virginia State Seal and Office of Technology Logos.



3.1.1.10 Yes. MediaPRO's Privacy and Cybersecurity Training Solution contains appropriate imagery and can be customized to contain West Virginia-specific graphics.

3.1.1.11 Yes. MediaPRO's Privacy and Cybersecurity Training Solution contains a customer-customizable Resources section.

☒ Resource Page

The resource page allows you to add content that may not be present in the course. For example, contact information or a list of links to your organization's policies.



Links & Documents

Policies and Procedures

<Insert URL>

Contacts

If you have questions about our organization's policies and procedures, contact:

<Name>

<Title>

<Phone number>

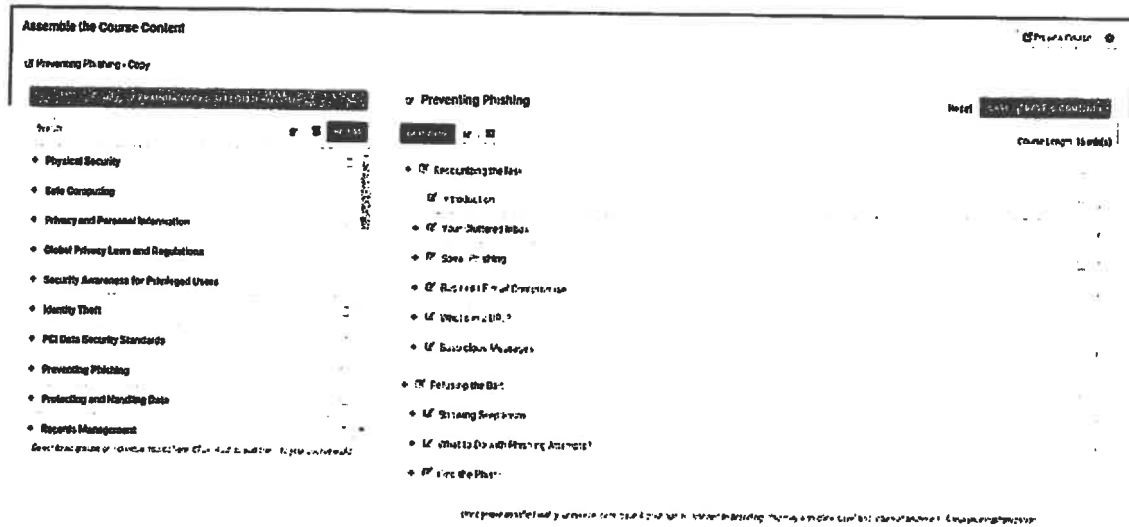
<E-mail address>

3.1.1.12 Yes. MediaPRO's Privacy and Cybersecurity Training Solution generates optional Certificates of Completion.

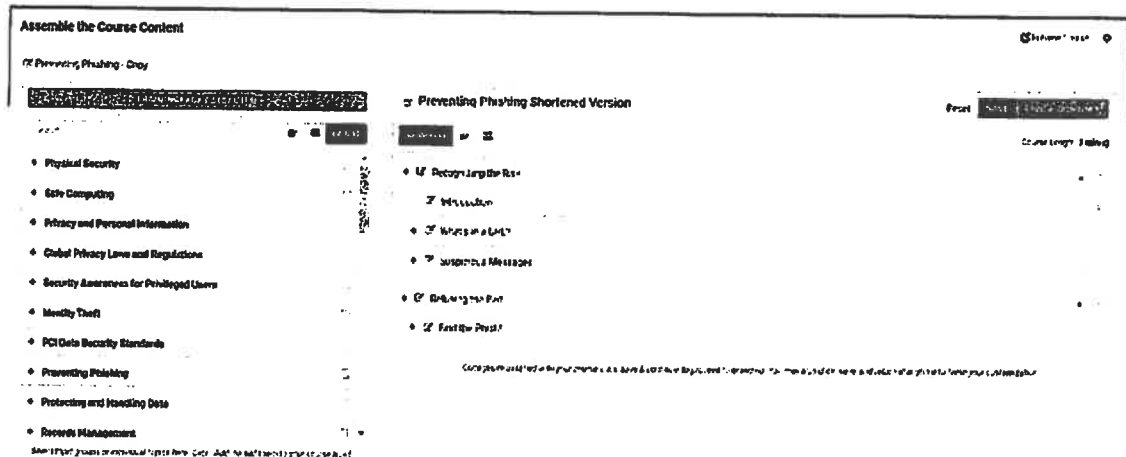


3.1.1.13 Yes. MediaPRO's Privacy and Cybersecurity Training Solution provides options for course rollout assistance, specifically including:

3.1.1.13.1 Yes. Launching an entire course



3.1.1.13.2 Yes. Launching sections of a course



3.1.1.13.3 Yes. Noting students as "passed" or "not started" or "in progress"

3.1.1.13.4 Yes. Customizable pass or failed percentage and number of assessment questions

☐ Failed

☒ Assessment

Passing Score

80

%

☒ Max Questions

10

☒ Audio

☐ Force Linear Navigation

3.1.1.14 Yes. MediaPRO's Privacy and Cybersecurity Training Solution includes knowledge checks and graded assessments.

Security Awareness

Protecting and Handling Data

technology

Knowledge Check

Now it's time to check your knowledge of identity theft. Take a moment to answer the following questions.



Read the questions and then click the best answer from the choices provided. When you are finished, click NEXT QUESTION. To continue, click NEXT.

Confidential information and Restricted information are synonymous, and receive the same level of protection.

☐ False

☐ True

1 of 11

SCREEN 3 of 9

BACK



NEXT



MENU

PCI Security Standards for Managers Assessment

1 of 10

NEXT
QUESTION

Question: 1














































Once authorized and granted visitor badges, vendors should be granted access only to areas necessary to perform their work.

☐ True

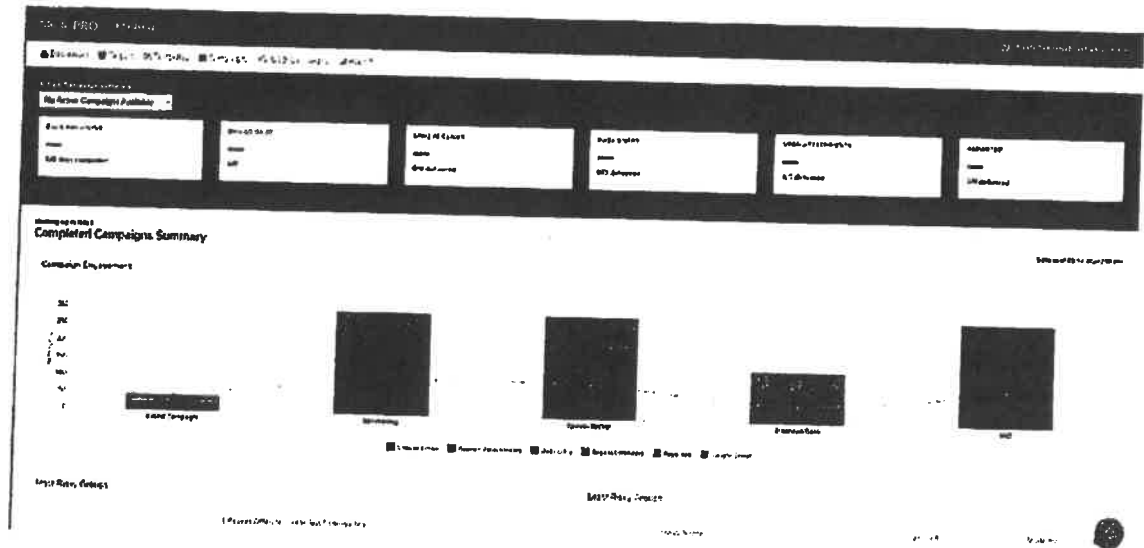
☐ False

MENU

3.1.1.15 Yes. MediaPRO's Privacy and Cybersecurity Training solution provides training options of varying lengths, including courses targeted between 30 and 45 minutes of educational content.

All (37)					Courses (17)	Videos (10)	Articles (3)	Podcasts (5)	Games (2)
					Sort by Name - Asc				
NAME					COURSE TYPE	LENGTH	ACTIONS		
 PCI Security Standards for Managers					Course	24m	   		
 PCI Security Standards on the Phone and Online					Course	16m	   		
 Physical Security Mini					Course	6m	   		
 Security +					Course	26m	   		
 Security + PCI					Course	40m	   		
 Security Awareness					Course	1h	   		
 Security Awareness for Privileged Users					Course	16m	   		
 Security Basics					Course	28m	   		
 Security Refresher					Course	11m	   		

3.1.1.16 Yes. MediaPRO's Privacy and Cybersecurity Training Solution provides a phishing simulator along with training if an end user fails the phishing simulation.



3.1.1.17 Yes. MediaPRO's Phishing Simulator provides predesigned and editable phishing templates for users conducting the simulation.

MediaPRO Phishing Simulator

☐ E-mails
 ☒ Landing Pages
 ☐ Custom Personalized Templates

Show **20** entries Complexity: All Search:

NAME	DESCRIPTION	LANDING PAGE	STATUS	CATEGORIES	ATTACHMENT
Accounting Service Phishing	The sender encourages the recipient to view an invoice by clicking a link.	Accounting Service Phishing Landing Page	✓	Banking and Finance	
Airport Security	A national agency warns the recipient about new laws governing airport security.	You Took The Bar Landing Page	✓	Government	
Amazon.com	A national agency warns the recipient about new air quality laws and fines.	You Took The Bar Landing Page	✓	Government	
Amazon.com	Speed of Amazon.com warns the recipient that their account has been compromised and that they must change their password.	You Took The Bar Landing Page	✓	Retail	
Amazon.com	A popular online shipping service advises the recipient to claim a refund by clicking a link and entering their account details.	Amazon Refund	✓	Data Entry	
Amazon.com	Amazon.com advises the recipient about new activity on your Amazon Rewards.	You Took The Bar Landing Page	✓	New Topics	

Subject Line

RE: FW: most recent invoice

Body

{{ Name }}, I sent it last week to your company's accounting address.
 But you can have it too:
[Invoice Portal](#)
 Give me a call when you get this.
 Thank you,
 Andrew Gallop

 Sent from my iPad

 On Fri, Sept 28, at 00:01, {{ Email }} wrote:

3.1.1.17.1 Yes. Customization includes all elements of the email message itself, including attachments and the web address the end user may click on.

Edit Email Template

Name
Copy of Accounting Spear Phishing

Description
The sender encourages the accounting recipient to view an invoice by clicking a link.

E-mail Category
Phishing links appear to come from:
<https://stvos0n-gedruiss>

E-mail Complexity
High

Landing Page
Accounting Spear Phishing Landing Page
Select Landing Page

Attachments
No attachments.
+ Add

These Attachments can be safely checked. Verify before sending.

E-mail From
Invoice @finbankr.com

E-mail Display From
Andrew Gallop

☐ Enter your own email domain

Subject Line
RE: FW: most recent invoice

Body

Rich text editor toolbar: Bold, Italic, Underline, Bulleted List, Numbered List, Indent, Outdent, Link, Unlink, Text Color, Background Color, Source Code, Undo, Redo, Print, Spell Check, Insert Fields.

[[Name]], I sent it last week to your company's accounting address.
But you can have it too:
[InvoicePortal](#)
Give me a call when you get this.
Thank you,
Andrew Gallop

Sent from my iPad

On Fri, Sept 29, at 00:01, [[Email]] wrote:

3.1.17.2 Yes. Predesigned templates mimic current real-world phishing attacks. New templates are released weekly.

Show 10 entries Complexity: All

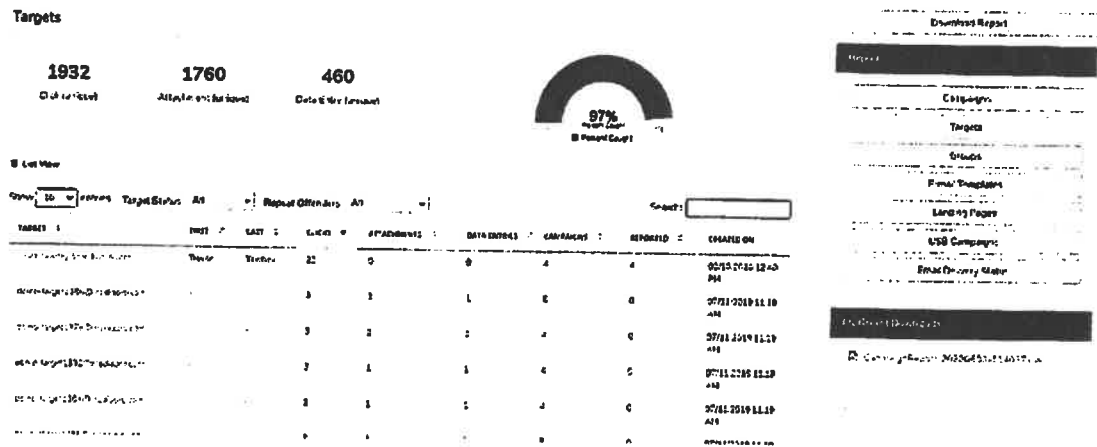
Search: new template

NAME	DESCRIPTION	LANDING PAGE	LIBRARY	CATEGORIES	ATTACHMENT
Amazon Rewards - Account Suspended	We've noticed unusual activity on your Amazon Rewards Card.	You Took The Bait Landing Page	✓	New Template	
Balance360	Verify your Balance360 account Target: Users who perform wireframing such as Product Managers or UX/UI designers	Password Violation Landing Page	✓	New Template, Privacy	
Barclays - Technical Services	Barclays asks you to download a form and follow instructions for software maintenance Target: Anyone	Generic Phishing Landing Page	✓	Banking and Finance, New Template	
Bitbucket - Access Revoked	Bitbucket access is revoked. Complete a campaign and edit for your own organization Target: Software Engineering, Product, anyone who accesses bitbucket for development or related purposes	Don't Be Quick to Click Landing Page	✓	New Template, Privacy	
Bitcoin Ransomware - Making Contact	A extortion email claims to know about a users' online habits as well as their password and demands a bitcoin payment. Target: Anyone	Ransomware Animation Landing Page	✓	New Template, Social Media and Apps	
Census - Shape your future	Request to fill out Census information online Target: Anyone	That's a phishing scam, and you took the bait	✓	Current Events, New Template	
Chase - Identity Check	An email from Chase Bank to check identity. Target: Anyone	Chase - Identity Check	✓	Banking and Finance, New Template	
Cisco Student Internship	Student internship opportunity from Cisco Systems Target: Students	Phishing Alert Landing Page	✓	Education, New Template	
Costco - Order Confirmation		Don't Be Quick to Click Landing Page	✓	New Template, Shopping	
COVID - CDC Alert	CDC sends out a link of new updated coronavirus reports in your city	Another Phishy Email (Forward) Animation Landing Page	✓	Current Events, New Template	

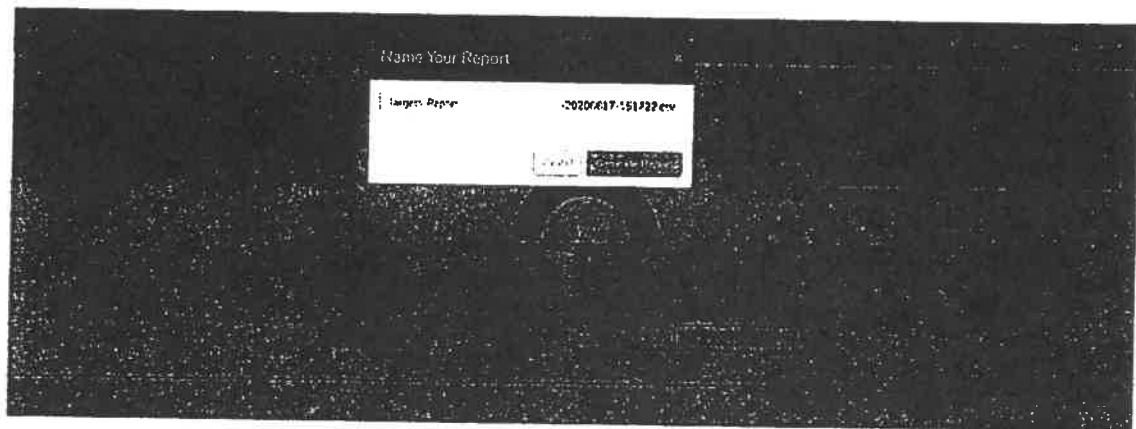
3.1.1.18 The phishing simulator does not support multi-factor authentication for log-in. The solution does support SSO.

3.1.1.19 Yes. The phishing simulator integrates with Microsoft LDAP.

3.1.1.20 Yes. The phishing simulator provides reports, visuals and graphs showing user interactions.



3.1.1.20.1 Yes. reports can be exported as .csv



3.1.1.20.2 Yes. Reports can be generated for specific end-users and specific statuses.

demo-target1001@mediapro.com

33 List View

Show 10 entries

Search:

CAMPAIGN NAME	RUNNING	CAUGHT	CLICKS	ATTACHMENTS	DATA ENTRY	REPORTED	LAST CATCH
American Bank	YES		0	0	0	NO	None
First Campaign	YES	✓	1	1	0	NO	02/18/2019 11:56 AM
Follow-up Campaign	YES	✓	1	0	0	NO	06/12/2019 08:44 AM
July	NO		0	0	0	NO	None
Latest Campaigns	YES		0	0	0	NO	None

Showing 1 to 5 of 5 entries

Previous 1 Next

3.1.1.21 Yes. Phishing simulator supports manually creating future tests and automatically launching them on the specified date.

New Campaign

Details

Targets

Logs

Details

Name

October Campaign

Description

Schedule

Start sending e-mails on

10/01/2020 12:00 am

Stop sending e-mails on

The end date must be after the start date

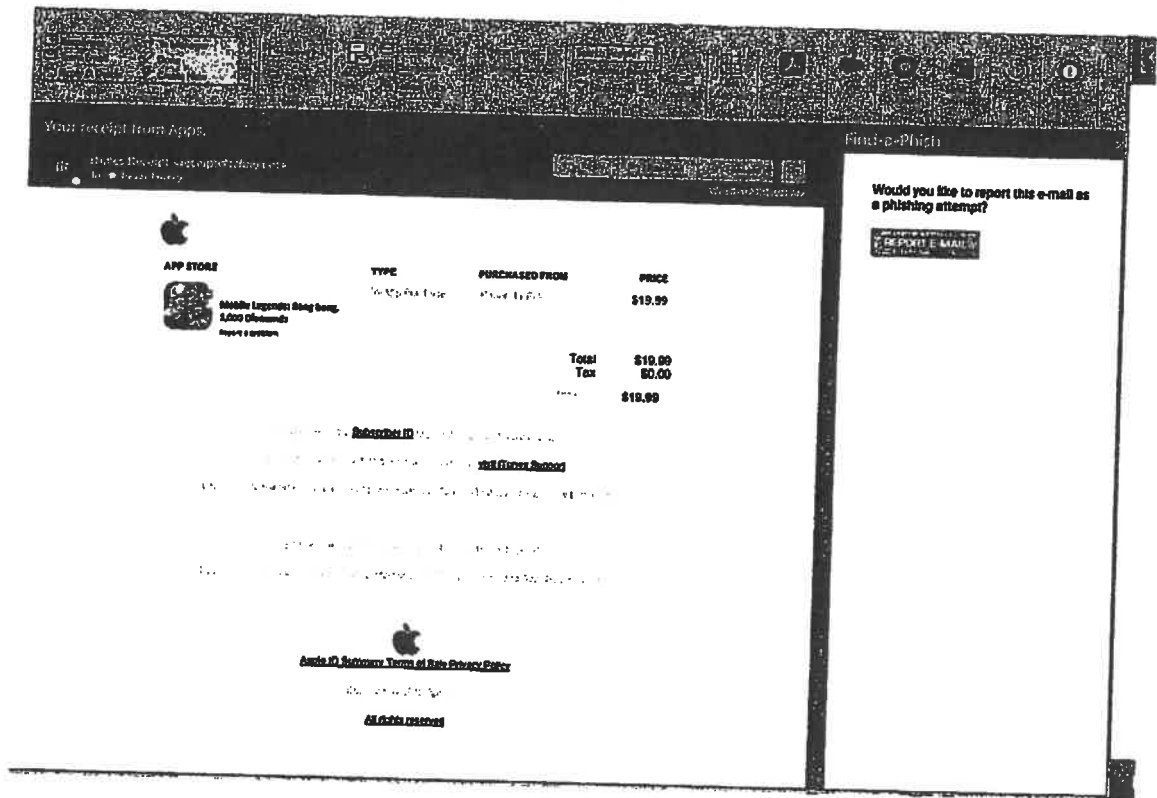
Turn off links on

The completion date must be on or after the end date

Training

Assign Training in LMS

3.1.1.22 Yes. The Phishing simulator includes a reporting option for the end users to report phishing emails and track the reporting statistics for testing campaigns.



Campaigns

0
Running

9
Done



List View

Show 10 entries

Search:

NAME	END DATE	RUNNING	DONE	TARGETS	DELIVERED	REPORTED	CAUGHT	CAUGHT %
ABC	08/08/2020 12:00 AM		✓	1	1	1	1	100%
American Bank	08/02/2020 12:00 AM		✓	2301	1	1	1	100%
Epstein Becker	08/01/2020 12:00 AM		✓	1	1	1	1	100%
Handstrong	07/09/2020 12:00 AM		✓	1	1	1	1	100%
Latest Campaign	08/10/2019 11:20 AM		✓	2000	2000	0	460	23%
Follow-up Campaign	08/10/2019 11:19 AM		✓	2000	2000	0	1400	70%
First Campaign	03/11/2019 11:19 AM		✓	2000	2000	0	1760	88%
Baseline Campaign	01/11/2019 11:19 AM		✓	200	200	0	168	74%
Prior Campaign	11/11/2018 11:19 AM		✓	60	60	0	32	53%
Totals				260	0	0	0	0%

Showing 1 to 10 of 11 entries

Previous 1 2 Next

3.1.1.22.1 Yes. The reporting option can be used for sending all reported phishing emails to the Office of Technology.

3.1.1.22.2 MediaPRO does not analyze malicious email with the reporting tool.

3.1.1.23 Yes. The phishing simulator provides ability to test for user input e.g. data entry of username, password, etc.

Microsoft

Enter your phone number and we'll send you a security code

We'll send a verification code in a text message. This helps us eliminate spam – we won't give out your number. The code will expire in about 10 minutes.

Please go to your recent activity page to let us know whether or not this was you. If this wasn't you, we'll help you secure your account. If this was you, we'll trust similar activity in the future.

Select Country Code: USA (+1)

Phone Number

Send code

Thanks,
The Microsoft account team

3.1.1.24 Yes. The phishing simulator supports attachments.

Landing Page

Accounting Spear Phishing Landing Page

Select Landing Page

Attachments

No attachments.

+ Add

Note: Attachments can be easily blocked. Verify before sending.

Email Form

Email Nicolas Form

3.1.1.25 Yes. The phishing simulator provides statistics on: users that click on links, provide credentials, time stamps for interactions. Training results include user performance on phishing training.

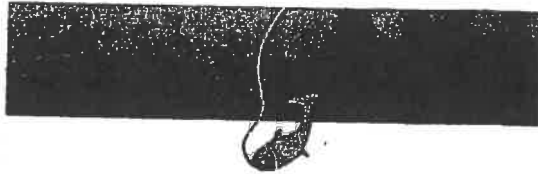
CAMPAIGN NAME	RUNNING	CAUGHT	CLICKS	ATTACHMENTS	DATA ENTRY	REPORTED	LAST CATCH
American Bank	YES		0	0	0	NO	None
August	NO		0	0	0	NO	None
First Campaign	YES	✓	1	1	0	NO	01/19/2019 04:28 AM
Follow-up Campaign	YES	✓	1	0	0	NO	06/07/2019 09:38 PM
Latest Campaign	YES		0	0	0	NO	None

Showing 1 to 5 of 5 entries

Previous 1 Next

3.1.1.26 Yes. The phishing simulator supports phishing campaigns of 5,000 or more users/email addresses.

3.1.1.27 Yes. The phishing simulator provides end-user education options in the form of educational landing pages and training modules.



That's a phishing scam, and you took the bait!

Cyber criminals use compelling e-mail messages to trick you into clicking a link or downloading an attachment. Once you've clicked, they steal sensitive information or install malicious software on your computer.

Delete scam messages, or move them to your spam folder, without clicking the link.

Here are some things to watch for next time:

Take a closer look at the brand logo.



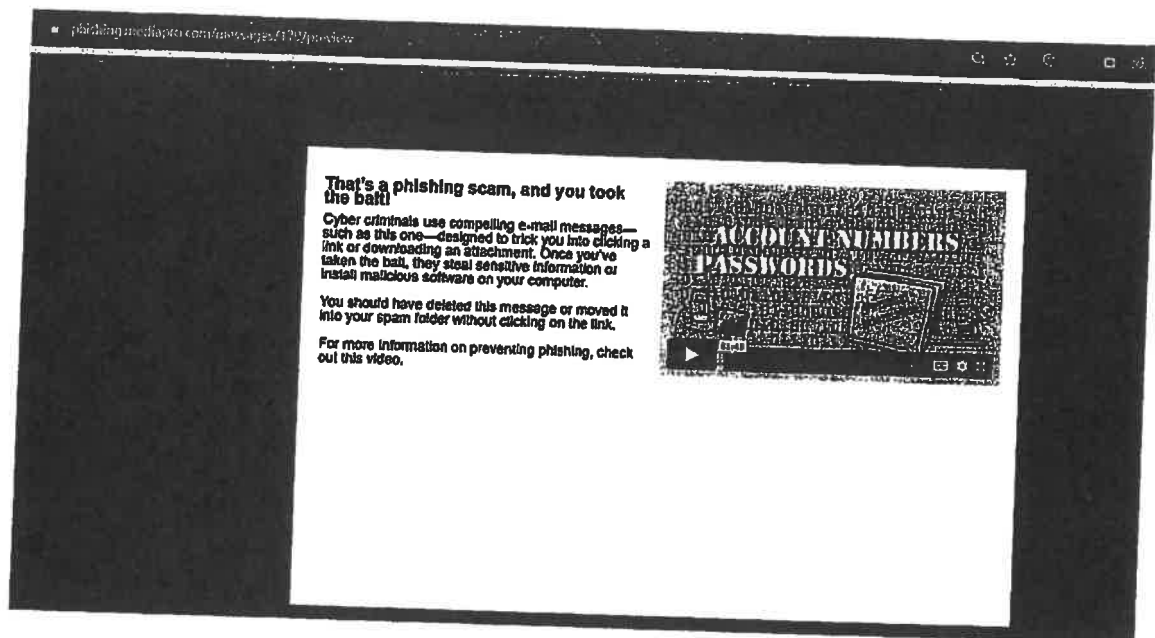
Take a closer look at the company name.

All rights reserved

Did you purchase this application?



Mobile Legends: Bang
Bang 1000 Diamonds



3.1.2 Supporting documentation shared in line with responses.

3.1.3 Renewal options included on pages 1-4 of bid documents and in below pricing proposal.

HIPAA Enforcement and Penalties

Any impermissible release, acquisition, use, or disclosure of PHI can bring significant risks to our organization, ranging from fines to criminal penalties. These monetary penalties and legal sanctions exist to discourage incidents from occurring and provide consequences for those who violate HIPAA rules and regulations.

We're legally accountable to HIPAA regulations, but we also follow privacy and security best practices to protect customers and patients. It's the right thing to do.



To learn more, click the IMAGE. To continue, click > NEXT.

SCREEN 2 OF 7

BACK



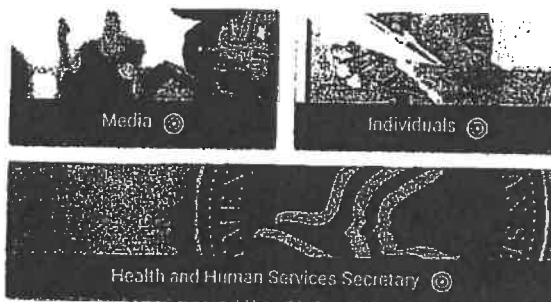
NEXT

18/19

3.1.1.3.24.7 HIPAA Breach Notification Rule – Yes, Sample below

Enforcement and Breach Notification

When you suspect a breach—no matter how minor it may appear—it must be reported immediately through our incident reporting process. Reporting incidents immediately can help prevent simple mistakes from turning into catastrophic breaches. If the incident is determined to be a breach, we must make certain notifications.



To learn about the steps for reporting a breach, click each IMAGE. When you are finished, click > NEXT.

SCREEN 3 OF 7

BACK



NEXT

18/19

3.1.1.3.24.8 The Importance of Confidentiality – Yes, Sample below

General Information

Contact

Default Values

Discount

Document Information

Classification Request

List View

Procurement Folder: 764852

Procurement Type: Central Contract - Fixed Amt

Vendor ID: 000000230362

Legal Name: MEDIAPRO HOLDINGS LLC

Alias/DBA:

Total Bid: \$358,000.00

Response Date: 08/21/2020

Response Time: 20:09

Responded By User ID:

First Name:

Last Name:

Email:

SO Doc Code: CRFQ

SO Dept: 0210

SO Doc ID: ISC2100000005

Published Date: 9/9/20

Close Date: 9/16/20

Close Time: 13:30

Status: Closed

Solicitation Description: Security/Privacy Training (OT21024)

Total of Header Attachments: 5

Total of All Attachments: 5



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

**State of West Virginia
Solicitation Response**

Proc Folder: 764852
Solicitation Description: Security/Privacy Training (OT21024)
Proc Type: Central Contract - Fixed Amt

Solicitation Closes	Solicitation Response	Version
2020-09-16 13:30	SR 0210 ESR08212000000001173	1

VENDOR:
000000230362
MEDIAPRO HOLDINGS LLC

Solicitation Number: CRFQ 0210 ISC2100000005

Total Bid: 358000

Response Date: 2020-08-21

Response Time: 20:09:55

Comments:

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers
(304) 558-0246
jessica.s.chambers@wv.gov

**Vendor
Signature X**

FEIN#

DATE

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Privacy and Cybersecurity Training Solution	1.00000	EA	89500.000000	89500.00

Comm Code	Manufacturer	Specification	Model #
43232502			

Commodity Line Comments: Additional customizations priced at \$225 per hour

Extended Description:

Specification 3.1.1. Vendor must provide a Lump Sum Cost for Year One Contract Services.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Privacy and Cybersecurity Training Solution - Optional YR2	1.00000	EA	89500.000000	89500.00

Comm Code	Manufacturer	Specification	Model #
43232502			

Commodity Line Comments: Additional customizations priced at \$225 per hour

Extended Description:

Specification 3.1.3. Vendor must provide a Lump Sum Cost for Year Two Contract Services.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Privacy and Cybersecurity Training Solution - Optional YR3	1.00000	EA	89500.000000	89500.00

Comm Code	Manufacturer	Specification	Model #
43232502			

Commodity Line Comments: Additional customizations priced at \$225 per hour

Extended Description:

Specification 3.1.3. Vendor must provide a Lump Sum Cost for Year Three Contract Services.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Privacy and Cybersecurity Training Solution - Optional YR4	1.00000	EA	89500.000000	89500.00

Comm Code	Manufacturer	Specification	Model #
43232502			

Commodity Line Comments: Additional customizations priced at \$225 per hour

Extended Description:

Specification 3.1.3. Vendor must provide a Lump Sum Cost for Year Four Contract Services.



1 Year with Option to Renew

Subscription Services	Authorized Users	Term (Months)	Total Fee
Enterprise TrainingPack	25,000	12	\$54,765.00
Phishing Simulation Tool	25,000	12	\$9,735.00
Learning Management System (LMS)	25,000	12	\$25,000.00
Professional Services (Customizations)	\$225 per hour		

Investment Summary: \$89,500.00

Description of Your Products and Services
<p>Enterprise Training Pack includes:</p> <ul style="list-style-type: none"> • Access to a designated TrainingCenter site to manage your TrainingPack contents and Authorized Users • All training courses from our Security and Privacy Awareness TrainingPacks (includes full length, role-based, microlearning, and specialty courses) • Security- and Privacy-themed reinforcement library of videos, posters, articles, and games • Ability to brand, configure, and build-your-own courses • Customer Success and Support via e-mail, phone, and Online Support Center
<p>Phishing Simulation Tool includes:</p> <ul style="list-style-type: none"> • Access to a unique phishing site for the duration of the Term • Unlimited access to pre-built phishing campaigns, email templates, and landing pages • Ability to create your own campaigns and phishing e-mail templates • Unlimited use of USB Campaigns • Unlimited use of Find-a-Phish reporting tool • Dashboard for campaign activity and most and least risky targets by group
<p>Learning Management System (LMS) Includes:</p> <ul style="list-style-type: none"> • Access to a unique LMS site for the duration of the Term • Set-up and configuration/branding of the LMS • Load of initial Authorized Users and unlimited proof of completion reporting for all Authorized Users • Ongoing support for the deployment of MediaPRO licensed content only • Unless otherwise defined within a separate Managed Services Agreement, Customer will self-administer the LMS Subscription



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WA#877030 1-206-343-2323
AssuredPartners of Washington, LLC
AssuredPartners of Wash. Ins. Agency, LLC CA Lic 0K61066
1325 Fourth Avenue, Suite 2100

Seattle, WA 98101

INSURED
MediaPro Holdings, LLC

20021 120th Ave. N.E.

Bothell, WA 98011

CONTACT

NAME:

PHONE

(A/C No. Ext):

E-MAIL:

ADDRESS:

FAX
(A/C No.):

INSURER(S) AFFORDING COVERAGE

NAIC#

INSURER A: TRAVELERS PROP CAS CO OF AMER

25674

INSURER B: TRAVELERS IND CO

25658

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 59041710

REVISION NUMBER:

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 REQUIREMENT, TERM OR CONDITION 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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		ZPP41M75866	04/14/20	04/14/21	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BA4K89457A	04/14/20	04/14/21	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUPON365248	04/14/20	04/14/21	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	ZPP41M75866 - WA STOP GAP	04/14/20	04/14/21	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Additional Insured and Waiver of subrogation applies as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

MediaPro Holdings, LLC

20021 120th Ave. N.E.

Bothell, WA 98011

USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David W. Bae

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
TECHNOLOGY XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:
 COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <p>A. Reasonable Force Property Damage - Exception To Expected Or Intended Injury Exclusion</p> <p>B. Non-Owned Watercraft Less Than 75 Feet</p> <p>C. Aircraft Chartered With Pilot</p> <p>D. Damage To Premises Rented To You</p> <p>E. Increased Supplementary Payments</p> <p>F. Who Is An Insured - Employees And Volunteer Workers - First Aid</p> <p>G. Who Is An Insured - Employees - Supervisory Positions</p> <p>H. Who Is An Insured - Newly Acquired Or Formed Organizations</p> <p>I. Blanket Additional Insured - Owners, Managers Or Lessors Of Premises</p> | <p>J. Blanket Additional Insured - Lessors Of Leased Equipment</p> <p>K. Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement</p> <p>L. Blanket Additional Insured - Broad Form Vendors</p> <p>M. Who Is An Insured - Unnamed Subsidiaries</p> <p>N. Who Is An Insured - Liability For Conduct Of Unnamed Partnerships Or Joint Ventures</p> <p>O. Medical Payments - Increased limits</p> <p>P. Contractual Liability - Railroads</p> <p>Q. Knowledge And Notice Of Occurrence Or Offense</p> <p>R. Unintentional Omission</p> <p>S. Blanket Waiver Of Subrogation</p> |
|---|---|

PROVISIONS

A. REASONABLE FORCE PROPERTY DAMAGE - EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion a., Expected Or Intended Injury, in Paragraph 2., of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

- a. Expected Or Intended Injury Or Damage
 "Bodily injury" or "property dam-

age" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

B. NON-OWNED WATERCRAFT LESS THAN 75 FEET

The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

(2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge.

C. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

D. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.

2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions c., g. and h., and Paragraphs (1), (3) and (4) of Exclusion j., do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by fire unless Exclusion f. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion - All Pollution Injury Or Damage or Total Pollution Exclusion in its title. A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III - Limits Of Insurance.

3. The following replaces Paragraph 6. of **SECTION III - LIMITS OF INSURANCE**:

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises.

The Damage To Premises Rented To You Limit will be:

a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or

b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

(b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

E. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B of SECTION I - COVERAGES**:

b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B of SECTION I - COVERAGES**:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense

of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

F. WHO IS AN INSURED - EMPLOYEES AND VOLUNTEER WORKERS - FIRST AID

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor, in providing or failing to provide first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of **SECTION II - WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any of your "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III - LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" or "volunteer workers" in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following is added to the **DEFINITIONS** Section:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

G. WHO IS AN INSURED - EMPLOYEES - SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of **SECTION II - WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" or "personal injury" to a co-"employee" in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

H. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II - WHO IS AN INSURED** of the Commercial General Liability Coverage Form, and Paragraph 3. of **SECTION II - WHO IS AN INSURED** of the Global Companion Commercial General Liability Coverage Form, to the extent such coverage forms are part of your policy:

Any organization you newly acquire or form, other than a partnership or joint venture, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

I. BLANKET ADDITIONAL INSURED - OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

- a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

J. BLANKET ADDITIONAL INSURED - LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

K. BLANKET ADDITIONAL INSURED - PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed

and executed that contract or agreement; and

- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

L. BLANKET ADDITIONAL INSURED - BROAD FORM VENDORS

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

(5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or

(6) "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or

b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

M. WHO IS AN INSURED - UNNAMED SUBSIDIARIES

The following is added to **SECTION II - WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

N. WHO IS AN INSURED - LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II - WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any cur-

rent or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II - Who Is An Insured.

O. MEDICAL PAYMENTS - INCREASED LIMITS

The following replaces Paragraph 7. of **SECTION III - LIMITS OF INSURANCE**:

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

(a) \$10,000; or

(b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

P. CONTRACTUAL LIABILITY - RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

Q. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II - Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" author-

ized by you to give notice of an "occurrence" or offense.

- (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

- (i) A partner or member of any partnership or joint venture;
- (ii) A manager of any limited liability company;
- (iii) A trustee of any trust; or
- (iv) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

R. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

**KnowBe4**

33 N Garden Avenue, Suite 1200
Clearwater, FL
33755 US

Created Date
Expiration Date
Quote Number
Payment Terms

11/4/2021 12:25 PM
11/30/2021
Q-331431
Net 45

Prepared By
Email

David Rodgers
davidr@knowbe4.com

Contact Name
Contact Phone
Contact Email

Danielle Cox
(304) 558-2000
danielle.n.cox@wv.gov

Bill to Name

West Virginia Office of Technology
1900 Kanawha Blvd E Rm 5
Charleston, WV 25305-0001
USA

Ship To Name

West Virginia Office of Technology
1900 Kanawha Blvd E Rm 5
Charleston, WV 25305-0001
USA

Description

Total Term(Months) 13

Notes

Free Months 1

Non Profit Discounting has been applied to this quote.

PRODUCT	DESCRIPTION	QTY	LIST PRICE	DISC. (%)	SALES PRICE	TOTAL PRICE
KMSATD	KnowBe4 Security Awareness Training Subscription Diamond	25,000	USD 5.85	40.8	USD 3.46	USD 86,500.00
MediaPro	MediaPro Training Center Access Subscription 1 Year	1	USD 0.00	0.0	USD 0.00	USD 0.00

Grand Total

USD 86,500.00

Signature
Name
Title
Date

Terms & Conditions

Your signature on this quote tells us that you have the authority to make this purchase on behalf of your company and that you agree to pay within the stated terms. For first year subscriptions, mid-subscription add-ons, and/or upgrades, the subscription period will begin when we process your order, which is when we receive your signed quote. For renewal subscriptions, the subscription period will begin on the day after your current subscription expires. Unless included on the invoice, customer is responsible for any applicable sales and use tax. KnowBe4's standard Terms of Service (www.KnowBe4.com/Legal) and Product Privacy Policy (www.KnowBe4.com/Product-Privacy-Notice) apply, unless mutually agreed otherwise in writing.



Hovanec, Jessica L <jessica.l.hovanec@wv.gov>

CCT ISC21*08 - Paid in Full

1 message

Lore, Andrew C <andrew.c.lore@wv.gov>

Wed, Jan 5, 2022 at 2:39 PM

To: Jessica L Hovanec <jessica.l.hovanec@wv.gov>

Jessica,

To clarify CCT ISC21*08, the Security/Privacy, has been paid in full for Year 1. The cost was \$89,500 and paid on 03/16/2021. Let me know if you have any questions - thanks!

Andrew Lore

WVOT Procurement Manager/ISMII

West Virginia Office of Technology

1900 Kanawha Blvd., E.

Building 5, 10th Floor

Charleston, WV 25305

T: 304-352-4944



STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: KnowBe4, Inc.

Authorized Signature:  Date: 11-9-2021

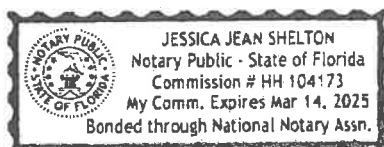
State of Florida

County of Pinellas, to-wit:

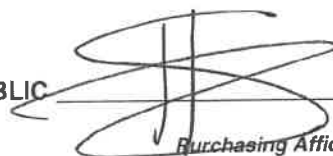
Taken, subscribed, and sworn to before me this 5 day of November, 2021.

My Commission expires _____, 20____.

AFFIX SEAL HERE



NOTARY PUBLIC



Purchasing Affidavit (Revised 01/19/2018)