



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

# State of West Virginia Master Agreement

Order Date: 04-24-2023

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:	CMA 0323 9612 WWV2300000003 1	Procurement Folder:	1195443
Document Name:	Management of Pandemic (PUA) Unemployment Assistance System	Reason for Modification:	
Document Description:	Management of Pandemic (PUA) Unemployment Assistance System		
Procurement Type:	Central Sole Source		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2023-04-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2024-04-14

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000217585 GEOGRAPHIC SOLUTIONS INC 2570 CORAL LANDING BLVD  PALM HARBOR FL 34684 US Vendor Contact Phone: 999-999-9999 Extension:  Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Debra K Morgan Requestor Phone: (304) 558-2631 Requestor Email: debra.k.morgan@wv.gov  <b>23</b> FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
FISCAL AND ADMINISTRATIVE MANAGEMENT - 5301 WORKFORCE WEST VIRGINIA  1900 KANAWHA BLVD, EAST BLDG 3, 3RD FLOOR, SUITE 300 CHARLESTON WV 25305 US	OFFICE OF ADMIN SUPPORT - 5302 WORKFORCE WEST VIRGINIA  1900 KANAWHA BLVD, EAST BLDG 3, 3RD FLOOR, SUITE 300 CHARLESTON WV 25305 US

4-24-23 Box

Total Order Amount:

Open End

Purchasing Division's File Copy

**ENTERED**

TLW 4/24/23

PURCHASING DIVISION AUTHORIZATION  
DATE: *Mark Cox* 4/24/2023  
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM  
DATE: *John S. Gray*  
ELECTRONIC SIGNATURE ON FILE

4/26/2023

ENCUMBRANCE CERTIFICATION  
*Beverly Toler*  
DATE: 4-26-2023  
ELECTRONIC SIGNATURE ON FILE

**Extended Description:**

Open -End Contract  
Management of Pandemic Unemployment Assistance System (PUA)

The Vendor: Geographic Solutions, Inc. agrees to enter this open-end contract with the agency, Workforce West Virginia (WWV) to provide Support and Maintenance per the Statement of Work, Terms and Conditions, and the WV-96, incorporated herein by reference and made a part of hereof.

Effective Dates: 04/15/2023 - 04/14/2024

3 Renewals Remaining

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	80000000			MO	4750.000000
Service From		Service To		Service Contract Amount	
				0.00	

**Commodity Line Description:** Maintenance and Hosting of WV PUA System

**Extended Description:**

Monthly maintenance and hosting fee  
\$4,750.00 per month as per attached Exhibit B Quotation

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	80000000			DAY	995.000000
Service From		Service To		Service Contract Amount	
				0.00	

**Commodity Line Description:** Database Software Access - Daily Fee

**Extended Description:**

\$995.00 per day - Daily fee to access the database software for reporting audits. Per attached Exhibit B Quotation.

	Document Phase	Document Description	Page 3
WWV2300000003	Draft	Management of Pandemic (PUA) Unemployment Assistance System	

### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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:** The Initial Contract Term will be for a period of One (1) YEAR. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**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:

☐ the contract will continue for \_\_\_\_\_ years;

☐ the 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).

☐ **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.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**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/Award Document 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.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

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

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

☐ **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 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 that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: 1 million per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: 1 million 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.

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**9. WORKERS' COMPENSATION INSURANCE:** 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. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**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.

☒ Liquidated Damages Are Not Included in this Contract.

**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:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**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 regarding 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 NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

Revised 11/1/2022

**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. NO DEBT CERTIFICATION:** 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. 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.

**39. 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.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, 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. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**41. 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.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. 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
  2. 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.

**42. 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.

**43. 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

**44. 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.

**45. 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.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of 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.

(Printed Name and Title) \_\_\_\_\_

(Address) \_\_\_\_\_

(Phone Number) / (Fax Number) \_\_\_\_\_

(Email address) \_\_\_\_\_

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Geographic Solutions Inc.  
(Company) \_\_\_\_\_

(Signature of Authorized Representative)

Paul Toomey, President

(Printed Name and Title of Authorized Representative) (Date)

Phone: 727-786-7955 Fax: 727-784-3260

(Phone Number) (Fax Number)

PToomey@geosolinc.com

(Email Address)

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

State Agency, Board, or Commission (the "State"): WorkForce West Virginia

Vendor: Geographic Solutions, Inc.

Contract/Lease Number ("Contract"): CMA WWV2300000003

Commodity/Service: Pandemic Unemployment Assistance (PUA) system maintenance and hosting

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

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

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

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

State: West Virginia

By: Scott Adkins

Printed Name: Scott Adkins

Title: Atty Commission

Date: 03-10-23

Vendor: Geographic Solutions Inc.

By: [Signature]

Printed Name: Paul Toomey

Title: President

Date: 3/9/23

# **Geographic Solutions**

## **Geographic Solutions Unemployment System (GUS)<sup>®</sup>**

### **License Agreement**



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Trademarks and Acknowledgements:

Virtual OneStop<sup>®</sup>, Virtual LMI<sup>®</sup>, Virtual OneStop REO<sup>®</sup>, VOSGreeter<sup>®</sup>, VOScan<sup>®</sup>, VOSJobs<sup>®</sup>, Virtual Recruiter<sup>®</sup>, Reemployment Exchange<sup>®</sup>(REX), Geographic Solutions Unemployment System (GUS)<sup>®</sup>, and America's Labor Market Analyzer (ALMA)<sup>®</sup> are trademarks of Geographic Solutions, Inc. Other names and brands may be trademarks of their respective owners.

## **Geographic Solutions Unemployment System (GUS)<sup>®</sup> Pandemic Unemployment Assistance (PUA) System End- User Software License Agreement**

THIS AGREEMENT is made by and between GEOGRAPHIC SOLUTIONS, INC., a Florida corporation, with offices at 2570 Coral Landings Blvd, Palm Harbor, Florida 34684 ("GEOGRAPHIC SOLUTIONS") and Workforce West Virginia, 1900 Kanawha Boulevard East, Building 3, Suite 300, Charleston, WV 25305 ("LICENSEE") (collectively, the "PARTIES").

### **WITNESSETH:**

WHEREAS, GEOGRAPHIC SOLUTIONS is the owner of, or has acquired rights to, certain Software and Documentation known as the PROGRAM which is the subject of this License Agreement (the "PROGRAM");

WHEREAS, LICENSEE desires access and use of the PROGRAM; and

WHEREAS, GEOGRAPHIC SOLUTIONS desires to grant to LICENSEE and LICENSEE desires to obtain from GEOGRAPHIC SOLUTIONS a non-exclusive limited right to access and use the PROGRAM and related documentation solely in accordance with the terms and on the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the parties, each intending to be legally bound hereby, do promise and agree as follows.

**1. DEFINITIONS.** In addition to terms elsewhere defined in this Agreement, the following terms shall have the meanings set forth in this Section 1 for purposes of this Agreement:

**1.1 DELIVERY** A PROGRAM module will be considered to be DELIVERED to LICENSEE when it has been received to LICENSEE via the World Wide Web.

**1.2 DOCUMENTATION** means user manuals and other written materials that relate to PROGRAM. DOCUMENTATION shall include any ERROR CORRECTIONS, MAINTENANCE MODIFICATIONS or BASIC ENHANCEMENTS thereto created by GEOGRAPHIC SOLUTIONS from time to time, and shall include MAJOR ENHANCEMENTS thereto when added to the DOCUMENTATION in connection with services contracted by LICENSEE under separate agreement with GEOGRAPHIC SOLUTIONS.

- 1.3 ENHANCEMENTS** shall mean changes or additions, other than MAINTENANCE MODIFICATIONS, to PROGRAM and related DOCUMENTATION, including all new RELEASES, that improve functions, add new functions, or significantly improve performance by changes in system design or coding.
- 1.4 BASIC ENHANCEMENTS** mean any ENHANCEMENTS that are not MAJOR ENHANCEMENTS.
- 1.5 MAJOR ENHANCEMENTS** means changes or additions to the PROGRAM and related DOCUMENTATION that (1) have a value and utility separate from the use of the PROGRAM and DOCUMENTATION; (2) as a practical matter, may be priced and offered separately from the PROGRAM and DOCUMENTATION; and (3) are not made available to GEOGRAPHIC SOLUTIONS' customers without separate charge.
- 1.6 ERROR** is a statement or omission in the PROGRAM that causes or results in a departure from the PROGRAM'S specifications.
- 1.7 ERROR CORRECTION** is either a modification or addition other than ENHANCEMENTS or MAINTENANCE MODIFICATIONS that, when made or added to the PROGRAM, brings the PROGRAM substantially within its specifications, procedure, or routine.
- 1.8 HOST SERVERS** are the specific servers that are the property of GEOGRAPHIC SOLUTIONS. These GEOGRAPHIC SOLUTIONS servers will be accessible to the staff of LICENSEE via the Internet.
- 1.9 MAINTENANCE MODIFICATIONS** are any modifications or revisions, other than MAJOR ENHANCEMENTS, to the PROGRAM or DOCUMENTATION that correct ERRORS, support new RELEASES of the operating systems with which the PROGRAM is designed to operate, support new input/output (I/O) devices, or provide other incidental updates and corrections.
- 1.10 PROGRAM** is privately funded restricted computer software composed of the GEOGRAPHIC SOLUTIONS UNEMPLOYMENT SYSTEM® Program Modules listed in Exhibit "A" attached hereto collectively referred to as the PROGRAM including any ERROR CORRECTIONS, MAINTENANCE MODIFICATIONS and ENHANCEMENTS thereto and updates thereof furnished by GEOGRAPHIC SOLUTIONS.
- 1.11 PROGRAM ACTIVATION DATE** is the earliest date that the PROGRAM is available to the LICENSEE via the World Wide Web.
- 1.12 QUALIFIED PRIMARY CONTACT** means the individual designated by LICENSEE for all technical support communications with GEOGRAPHIC SOLUTIONS. LICENSEE'S designee shall be an experienced and trained user. The program, any/all version releases, and shipments will be sent to the designee for distribution.
- 1.13 REGULAR BUSINESS HOURS** are between 8:00 a.m. and 5:00 p.m. Eastern Time, Monday through Friday, excluding regularly scheduled national and business holidays.
- 1.14 RELEASE** is a new version of the PROGRAM, which may include MAINTENANCE MODIFICATIONS, ERROR CORRECTIONS, and/or ENHANCEMENTS.
- 1.15 SERVICE AREA** is the limited region in which the PROGRAM will be used to provide services to the residents of that specific area.
- 1.16 STANDARD REPORTING PROCEDURE** is the reporting of ERRORS by the QUALIFIED PRIMARY CONTACT, to GEOGRAPHIC SOLUTIONS via fax at 727-786-5871 or E-mail to

[techspt@geosolinc.com](mailto:techspt@geosolinc.com).

- 1.17 LICENSEE** is the entity so identified above and any wholly owned subsidiary thereof that shall be established for the principal purpose of licensing the PROGRAM.
- 1.18 LICENSE FEES.** As consideration for the LICENSE granted herein, LICENSEE agrees to pay the fees for the PROGRAM as set forth in Exhibit "A".
- 1.19 USER TYPE** is the population of individuals which the PROGRAM will provide services to.
- 1.20 WORKFORCE INFORMATION DATABASE** is a centralized database developed to support states' efforts to develop and maintain a comprehensive labor market and occupational information system.
- 2. ACCEPTANCE.** A PROGRAM module will be deemed to be accepted by LICENSEE when: (a) an authorized representative of the LICENSEE signs a GEOGRAPHIC SOLUTIONS Acceptance Certificate, as identified in Exhibit "D", stating that the PROGRAM module has been accepted; (b) the PROGRAM module has been installed and is accessible by LICENSEE and has been operating on the HOST SERVERS without a significant reported and reproducible ERROR for a period of fifteen (15) calendar days; or (c) within fifteen (15) calendar days of receiving an Acceptance Certificate, LICENSEE does not return the Certificate to GEOGRAPHIC SOLUTIONS, indicating rejection of the PROGRAM module and a valid reason for the rejection. Acceptance by LICENSEE shall not be unreasonably withheld.
- 3. LICENSE GRANT.** For the Term of this Agreement and in consideration of the payment of the LICENSE FEES set forth herein, GEOGRAPHIC SOLUTIONS hereby grants to LICENSEE a limited, non-exclusive, nontransferable and non-assignable license to access and use the package of computer and related materials identified in Exhibit "A" for the SERVICE AREA and USER TYPE. The computer and related materials identified in Exhibit "A" shall constitute the PROGRAM.
- 4. SCOPE OF LICENSE.** LICENSEE may install one (1) copy the PROGRAM on each of its HOST SERVERS and use the PROGRAM and DOCUMENTATION for servicing the needs of its business only and is authorized to use, access and display the PROGRAM and DOCUMENTATION on any computer that LICENSEE uses within the scope of its business, including accessing the PROGRAM and DOCUMENTATION via an internet or intranet computer. The grant of this license shall not transfer or vest LICENSEE with any intellectual property rights in and to the PROGRAM and DOCUMENTATION. All rights to the PROGRAM and DOCUMENTATION shall remain the exclusive right of GEOGRAPHIC SOLUTIONS.
- 5. SERVICE AREA.** The SERVICE AREA for this Agreement is the State of West Virginia.
- 6. USER TYPE.** The USER TYPE for this Agreement is staff in the SERVICE AREA managing Pandemic Unemployment Assistance data.

- 7. INSTALLATION.** GEOGRAPHIC SOLUTIONS will install the PROGRAM on the HOST SERVERS. GEOGRAPHIC SOLUTIONS will not be responsible for delays caused by events or circumstances beyond its reasonable control. The PROGRAM will utilize data from State and Federal sources. Delays by State and Federal agencies in providing this data may affect the availability of some portions of the PROGRAM.
- 8. EFFECTIVE DATE** This Agreement shall become effective as of August 1, 2022.
- 9. TERM OF AGREEMENT.** The initial term of this Agreement shall begin on the EFFECTIVE DATE and continue for three (3) months from the DELIVERY as defined herein and shall automatically renew thereafter for subsequent terms of one (1) month ("Extended Term") provided that at the time of automatic renewal, LICENSEE is not in default of any provision of this Agreement. Either party may opt out of the automatic renewal and terminate any subsequent Extended Term by providing a signed written notice of termination that is received by the other party at least thirty (30) calendar days before the automatic renewal of any Extended Term.
- 10. TERMINATION.** LICENSEE may terminate this Agreement at any time by providing GEOGRAPHIC SOLUTIONS written notice of termination with full payment of all LICENSE FEES set forth in Exhibit "A." GEOGRAPHIC SOLUTIONS may, at its sole discretion, terminate this Agreement and/or suspend all PROGRAM and DOCUMENTATION use under this Agreement, if LICENSEE fails to timely pay all LICENSE FEES under this Agreement or under any other agreement with GEOGRAPHIC SOLUTIONS. GEOGRAPHIC SOLUTIONS may at its sole discretion, terminate this Agreement and/or suspend all PROGRAM and DOCUMENTATION use if LICENSEE fails to fulfill its obligations under this Agreement or under any other agreement with GEOGRAPHIC SOLUTIONS. Upon such termination by GEOGRAPHIC SOLUTIONS, LICENSEE agrees to return to GEOGRAPHIC SOLUTIONS the PROGRAM and all copies and portions thereof. This Agreement and all services will be terminated immediately upon the modification of the PROGRAM by LICENSEE, or any party other than direct employees of GEOGRAPHIC SOLUTIONS, unless a specific waiver for such activity is granted in advance, in writing, by GEOGRAPHIC SOLUTIONS.
- 11. THIRD PARTY DATABASE.** The PROGRAM may access a database of businesses. The database of businesses is available through a master agreement between the Connecticut Department of Labor and Data Axle®. Use of the information from the database beyond that associated with the PROGRAM is prohibited without prior written consent from Data Axle. LICENSEE shall not resell or duplicate the information contained in the Data Axle database. LICENSEE's authorized use of the Data Axle database ceases upon termination or expiration of this Agreement.
- 12. PUBLICITY.** LICENSEE agrees that GEOGRAPHIC SOLUTIONS will be acknowledged as the developer in any reference material and advertising released by LICENSEE regarding the PROGRAM. All credits and acknowledgements will include: "Software Developed by Geographic Solutions, Inc. ", Palm Harbor Florida, (727) 786-7955." The PROGRAM will include a link to the main GEOGRAPHIC SOLUTIONS web site at [www.geosolinc.com](http://www.geosolinc.com). LICENSEE agrees that no advertising will be placed on any Internet website created using the PROGRAM without the express prior written approval of GEOGRAPHIC SOLUTIONS.



- 13. HIRING.** LICENSEE acknowledges that GEOGRAPHIC SOLUTIONS will provide a valuable service by identifying and assigning personnel to LICENSEE. LICENSEE further acknowledges that LICENSEE would receive substantial additional value, and GEOGRAPHIC SOLUTIONS would be deprived of the benefits of its work force, if LICENSEE were to directly hire GEOGRAPHIC SOLUTIONS' personnel after they have been introduced to LICENSEE by GEOGRAPHIC SOLUTIONS. Without the prior written consent of GEOGRAPHIC SOLUTIONS, LICENSEE shall not recruit or hire any personnel of GEOGRAPHIC SOLUTIONS who are or have been assigned to perform work for LICENSEE, without the prior written consent of GEOGRAPHIC SOLUTIONS, for a period of one (1) year after termination of this Agreement.
- 14. PROGRAM ACTIVATION.** Upon execution of this Agreement by both parties, GEOGRAPHIC SOLUTIONS will create the PROGRAM and DOCUMENTATION for LICENSEE and make the PROGRAM and DOCUMENTATION available for limited access by LICENSEE staff on the World Wide Web.
- 15. FEES AND PAYMENT.** LICENSEE shall pay the LICENSE FEES and other associated fees identified in Exhibit "A" pursuant to the payment plan identified in Exhibit "B". LICENSEE shall be responsible for paying all sales, use, excise, value-added, or other tax or governmental charges imposed on the use of the PROGRAM or DOCUMENTATION hereunder. LICENSEE'S failure to pay the full balance of LICENSE FEES within thirty (30) days from the date in which such fees are due shall give rise to GEOGRAPHIC'S SOLUTIONS' termination rights under Section 10 of this Agreement. GEOGRAPHIC SOLUTIONS shall charge eight percent (8%) per year interest on all fees over thirty (30) days past due.
- 16. SUPPORT AND MAINTENANCE.** During the term of this Agreement, GEOGRAPHIC SOLUTIONS will provide maintenance and support services in support of the PROGRAM listed in EXHIBIT A. These services shall consist of:
- 16.1. TELEPHONE SUPPORT.** GEOGRAPHIC SOLUTIONS shall provide LICENSEE priority telephone support during REGULAR BUSINESS HOURS that permits LICENSEE to report problems and seek assistance in use of the PROGRAM.
  - 16.2. FAX SUPPORT.** GEOGRAPHIC SOLUTIONS shall provide LICENSEE priority fax support during REGULAR BUSINESS HOURS that permits LICENSEE to report problems and seek assistance in use of the PROGRAM.
  - 16.3. E-MAIL SUPPORT.** GEOGRAPHIC SOLUTIONS shall provide LICENSEE priority E-mail support during REGULAR BUSINESS HOURS that permits LICENSEE to report problems and seek assistance in use of the PROGRAM.
  - 16.4. ONLINE SUPPORT.** GEOGRAPHIC SOLUTIONS shall provide LICENSEE priority online support during REGULAR BUSINESS HOURS that permits LICENSEE to report problems and seek assistance via the GEOGRAPHIC SOLUTIONS Online Project Communication web site.
  - 16.5. ERROR CORRECTION.** GEOGRAPHIC SOLUTIONS shall use reasonable diligence to correct verifiable and reproducible over the Internet ERRORS when reported to GEOGRAPHIC SOLUTIONS in accordance with its STANDARD REPORTING PROCEDURES. The ERROR CORRECTION, when completed, may be provided in the form of a "temporary fix," consisting of sufficient programming and operating instructions to implement the ERROR CORRECTION.

**16.6. RELEASES.** GEOGRAPHIC SOLUTIONS will periodically issue new RELEASES to the PROGRAM, containing ERROR CORRECTIONS and/or ENHANCEMENTS, to LICENSEES who have support and maintenance in effect. GEOGRAPHIC SOLUTIONS shall provide LICENSEE with one (1) copy of each new RELEASE for each copy of the PROGRAM covered by support and maintenance, without additional charge. GEOGRAPHIC SOLUTIONS shall provide reasonable assistance to help LICENSEE install each new RELEASE. RELEASES are cumulative; therefore LICENSEE is required to install each new RELEASE as it becomes available.

**16.7. DIGITAL MAP CHANGES.** GEOGRAPHIC SOLUTIONS agrees to perform minor modifications to the digital maps in the PROGRAM to incorporate geographic boundary changes. GEOGRAPHIC SOLUTIONS will designate modifications resulting from boundary changes as minor or major, depending on its assessment of the development that is required. By way of example, but not by way of limitation, a realignment of a Workforce Development Area definition may be considered a minor change and the introduction of a new geographic layer considered a major change.

**16.8. CODE CHANGES RESULTING FROM WID DATABASE STRUCTURE CHANGES.** GEOGRAPHIC SOLUTIONS agrees to perform minor modifications to the PROGRAM to incorporate changes that result from revisions to tables in the WID DATABASE structure on which the PROGRAM operates. WID DATABASE changes must be defined in writing by the U.S. Department of Labor, Employment and Training Administration. GEOGRAPHIC SOLUTIONS in its sole discretion will designate modifications resulting from WID DATABASE changes as minor or major, depending on its assessment of the development that is required. By way of example, but not by way of limitation, a change in a field name may be considered a minor change and the introduction of a new WID DATABASE table structure may be considered a major change.

**16.9. REGULATION CHANGES.** GEOGRAPHIC SOLUTIONS agrees to modify the PROGRAM, to accommodate modifications in Federal regulations that affect the operation of the PROGRAM, such as the federal Workforce Innovation and Opportunity Act and Trade Adjustment Act, reporting modifications and eligibility requirement changes. Regulation changes must be made in writing by the U.S. Department of Labor, Employment and Training Administration. LICENSEE must provide written documentation of these changes to GEOGRAPHIC SOLUTIONS.

**16.10.** All such error corrections, bug fixes, patches, updates, New Releases, or other modifications shall be the sole property of GEOGRAPHIC SOLUTIONS.

## **17. SUPPORT RESPONSE AND RESOLUTION TIME.**

**17.1. Support Response Time.** GEOGRAPHIC SOLUTIONS will take action on any support issue raised by LICENSEE within forty-eight (48) hours of its receipt of notice from LICENSEE of such issue. This period does not include weekends and GEOGRAPHIC SOLUTIONS' holidays. A response will normally occur in significantly less than forty-eight (48) hours.

**17.2. Support Resolution Time.** The support resolution time required for GEOGRAPHIC SOLUTIONS to answer a question or resolve a problem raised by LICENSEE will vary considerably depending on the type of problem. Usually GEOGRAPHIC SOLUTIONS will

answer questions and provide solutions to problems the same day they are received, often immediately. If research or consultation with specialists is required, resolution may take longer.

**18. MAJOR ENHANCEMENTS.** GEOGRAPHIC SOLUTIONS may, from time to time, make available major ENHANCEMENTS to LICENSEE for an additional charge.

**19. ADDITIONAL ENHANCEMENTS.** LICENSEE may, from time to time, request that GEOGRAPHIC SOLUTIONS incorporate certain features, enhancements or modifications into the PROGRAM. GEOGRAPHIC SOLUTIONS may, in its sole discretion, undertake to incorporate such changes and distribute the PROGRAM so modified to LICENSEE.

**20. BACK LEVEL SUPPORT.** GEOGRAPHIC SOLUTIONS will provide support and maintain previous versions and RELEASES of the PROGRAM for a period not to exceed 45 days from the date RELEASE is made available to LICENSEE.

**21. EXCEPTIONS.** The following matters are not covered by this agreement:

- 21.1.** Any problem resulting from the misuse, improper use, alteration, or damage of the PROGRAM;
- 21.2.** Any problem caused by modifications in any version of the PROGRAM not authorized by GEOGRAPHIC SOLUTIONS;
- 21.3.** Any problem resulting from programming software other than the PROGRAM;
- 21.4.** Any problem caused by, or issues associated with third-party software utilities, operating systems and database software that may be utilized by the Program. This includes, but is not limited to, MapObjectsLT®, ASPEmail®, Polarspellchecker®, CKEditor®, Corda PopChart®, Corda Highwire®, Infragistics®, Sovren Resume Parser®, Visifire®, Dotimage®, Web TWAIN®, Microsoft® Internet Information Server®, Microsoft Silverlight®, Adobe Flash®, Adobe Acrobat® and Microsoft SQL Server®;
- 21.5.** Any problem resulting from the combination of the PROGRAM with such other programming or equipment to the extent such combination has not been approved by GEOGRAPHIC SOLUTIONS. Any problem resulting from the combination of the PROGRAM with such other programming or equipment, to the extent such combination has not been approved by GEOGRAPHIC SOLUTIONS;
- 21.6.** LICENSEE will be required to pay GEOGRAPHIC SOLUTIONS normal charges and expenses for time or other resources provided by GEOGRAPHIC SOLUTIONS to diagnose or attempt to correct matters not covered by this Agreement. In addition, LICENSEE is responsible for procuring, installing, and maintaining all equipment, telephone lines, communications

interfaces, and other hardware necessary to operate the PROGRAM and to obtain maintenance and support services from GEOGRAPHIC SOLUTIONS.

**22. HOSTING SERVICES.** During the term of this Agreement LICENSEE shall provide hosting services for the PROGRAM to provide Internet accessibility. This recommended equipment, facilities, hardware, software and services are outlined in EXHIBIT C. GEOGRAPHIC SOLUTIONS reserves the right to modify, alter, improve, or change the recommended equipment, facilities and hardware outlined in EXHIBIT C at any time.

**23. LICENSEE'S OBLIGATION**

**23.1 Cooperation.** LICENSEE agrees to use STANDARD REPORTING PROCEDURES to promptly notify GEOGRAPHIC SOLUTIONS following the discovery of any ERROR. Further, upon discovery of an ERROR, LICENSEE agrees, if requested by GEOGRAPHIC SOLUTIONS, to submit to GEOGRAPHIC SOLUTIONS a listing of output and any other data that GEOGRAPHIC SOLUTIONS may require in order to reproduce the ERROR, and the operating conditions under which the ERROR occurred or was discovered.

**23.2 Qualified Primary Contact.** LICENSEE shall designate the QUALIFIED PRIMARY CONTACT. It is recommended that the QUALIFIED PRIMARY CONTACT obtain the GEOGRAPHIC SOLUTIONS' Software Administrator Training. GEOGRAPHIC SOLUTIONS reserves the right to refuse assistance or to charge additional fees if an operator seeks assistance with respect to matters not directly relating to the operation of the PROGRAM. LICENSEE may change the QUALIFIED PRIMARY CONTACT by providing prior written notice to GEOGRAPHIC SOLUTIONS.

**24. PROTECTION OF SOFTWARE**

**24.1 Proprietary Notices.** LICENSEE will respect and not remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any PROGRAM, DOCUMENTATION, or any other output generated by the PROGRAM.

**24.2 No Reverse Engineering.** LICENSEE agrees not to modify, reverse engineer, disassemble, or decompile the PROGRAM, or any other output generated by the PROGRAM

**24.3 Ownership.** LICENSEE acknowledges that GEOGRAPHIC SOLUTIONS is the sole and exclusive owner of the PROGRAM and DOCUMENTATION, including all modifications, updates, and revisions, and all intellectual property rights therein. LICENSEE shall not have any right, title, or interest to any PROGRAM and DOCUMENTATION, including all modifications, updates, and revisions. LICENSEE shall secure and protect all PROGRAM, DOCUMENTATION, ENHANCEMENT, ERROR CORRECTION, and MAINTENANCE MODIFICATION, including all modifications, updates and revisions consistent with the maintenance of GEOGRAPHIC SOLUTIONS' proprietary rights therein. Any data or information input into the PROGRAM by or on behalf of the LICENSEE during the term of this Agreement will become the property of the LICENSEE and will be treated as confidential by GEOGRAPHIC SOLUTIONS. All other data

displayed in the system, unless otherwise noted, is the sole property of GEOGRAPHIC SOLUTIONS and is protected under U.S. copyright law.

## 25. CONFIDENTIALITY

**25.1. Acknowledgement.** LICENSEE hereby acknowledges and agrees that the PROGRAM and DOCUMENTATION, including all modifications, updates and revisions, constitute and contain valuable proprietary products and trade secrets of GEOGRAPHIC SOLUTIONS, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, LICENSEE shall treat (and take precautions to ensure that its employees treat) the PROGRAM and DOCUMENTATION, including all modifications, updates and revisions, as confidential in accordance with the confidentiality requirements and conditions set forth below.

**25.2. Maintenance of Confidential Information.** LICENSEE shall not, at any time, disclose or disseminate any confidential information to any person, firm or organization that does not need to obtain access thereto in connection with LICENSEE'S exercise of its rights under this Agreement. LICENSEE shall not disclose confidential information to any employee or agent of LICENSEE who does not need to obtain access thereto in connection with LICENSEE'S exercise of its rights under this Agreement. Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that neither party shall have any such obligation with respect to use of disclosure to other non- parties to this Agreement of such confidential information as can be established to: (1) have been known publicly; (2) have been known generally in the industry before communication by the disclosing party to the recipient; (3) have become known publicly, without fault on the part of the recipient, subsequent to disclosure by the disclosing party; (4) have been known otherwise by the recipient before communication by the disclosing party; or (5) have been received by the recipient without any obligation of confidentiality from a source (other than the disclosing party) lawfully having possession of such information.

**25.3. Injunctive Relief.** LICENSEE acknowledges that the unauthorized use, transfer or disclosure of the PROGRAM, DOCUMENTATION, data and all modifications, updates and revisions, or copies thereof will: (1) substantially diminish the value to GEOGRAPHIC SOLUTIONS of the trade secrets and other proprietary interests that are the subject of this Agreement; (2) render GEOGRAPHIC SOLUTIONS' remedy at law for such unauthorized use, disclosure or transfer inadequate; and (3) cause irreparable injury in a short period of time. If LICENSEE breaches any of its obligations with respect to the use or confidentiality of the PROGRAM, DOCUMENTATION, data and all modifications, updates and revisions, GEOGRAPHIC SOLUTIONS shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.

## 26. WARRANTIES

**26.1. Limited Warranty.** GEOGRAPHIC SOLUTIONS represents and warrants to LICENSEE that for a period of one hundred and eighty days (180) days from the date of ACCEPTANCE of the PROGRAM (referred to as the "WARRANTY PERIOD"), the PROGRAM when properly used by LICENSEE, will perform substantially to the PROGRAM'S functional specifications. During the WARRANTY PERIOD, if any reproducible ERROR in the PROGRAM appears, for which GEOGRAPHIC SOLUTIONS is responsible, GEOGRAPHIC SOLUTIONS shall employ prompt, commercially reasonable efforts to correct or cure such ERROR at no additional charge to LICENSEE. However, GEOGRAPHIC SOLUTIONS, is not obligated to correct, cure, or otherwise remedy any ERROR in the PROGRAM if (1) LICENSEE has performed any maintenance or modifications to the PROGRAM without GEOGRAPHIC SOLUTIONS' express prior written authorization; (2) the PROGRAM has been misused or damaged in any respect; or (3) GEOGRAPHIC SOLUTIONS has not been notified, in writing, of the existence and nature of such ERROR promptly upon discovery. The foregoing warranty shall apply only to the most current version of the PROGRAM issued by GEOGRAPHIC SOLUTIONS. GEOGRAPHIC SOLUTIONS assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the PROGRAM. GEOGRAPHIC SOLUTIONS is not responsible for obsolescence of the PROGRAM that may result from changes in LICENSEE'S requirements.

**26.2. Third party data.** LICENSEE acknowledges that the PROGRAM may display data from other organizations and/or access Internet sites of other organizations and/or provide Internet links to allow users to visit the web sites of other organizations. GEOGRAPHIC SOLUTIONS makes no representations concerning this information or regarding the quality or acceptability of the data, products or services offered by the companies or providers referenced at these sites, or whether any permission or agreement may be required by LICENSEE to access this information. GEOGRAPHIC SOLUTIONS reserves the right to remove this data and/or these links if it deems it necessary.

**26.3. Data Loss** LICENSEE acknowledges that any use of computers is subject to a likelihood of human and machine errors, omissions, delays and losses, including loss or corruption of data or media. LICENSEE agrees to adopt such measures as it deems necessary to limit the impact of those problems, including backing up data and verifying the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data.

**26.4. Limitations.** Notwithstanding the warranty provisions set forth herein, all of GEOGRAPHIC SOLUTIONS' obligations with respect to such warranties shall be contingent on LICENSEE'S use of the PROGRAM in accordance with this Agreement and in accordance with GEOGRAPHIC SOLUTIONS' instructions as provided by GEOGRAPHIC SOLUTIONS in the DOCUMENTATION, as such instructions may be amended, supplemented, or modified by GEOGRAPHIC SOLUTIONS from time to time. GEOGRAPHIC SOLUTIONS shall have no warranty obligations with respect to any failures of the PROGRAM which are the result of accident, abuse, misapplication, extreme power surge, acts of god, LICENSEE modification, or electromagnetic field.

**26.5. LICENSEE'S Sole Remedy for Breach of Warranty.** GEOGRAPHIC SOLUTIONS' entire liability and LICENSEE'S exclusive remedy for breach of warranty shall be repair or replacement of the PROGRAM; provided GEOGRAPHIC SOLUTIONS receives written notice of the breach.

**26.6. Disclaimer of Warranties.** GEOGRAPHIC SOLUTIONS DOES NOT REPRESENT OR WARRANT THAT ALL ERRORS IN THE PROGRAM AND DOCUMENTATION WILL BE CORRECTED. THE WARRANTIES STATED IN THIS SECTION ARE THE SOLE AND THE EXCLUSIVE WARRANTIES OFFERED BY GEOGRAPHIC SOLUTIONS. THERE ARE NO OTHER WARRANTIES RESPECTING THE PROGRAM AND DOCUMENTATION, AND SERVICES PROVIDED HEREUNDER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF GEOGRAPHIC SOLUTIONS HAS BEEN INFORMED OF SUCH PURPOSE. NO AGENT OF GEOGRAPHIC SOLUTIONS IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF GEOGRAPHIC SOLUTIONS AS SET FORTH HEREIN.

**27. LIMITATION OF LIABILITY.** LICENSEE ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH GEOGRAPHIC SOLUTIONS IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY GEOGRAPHIC SOLUTIONS OF THE RISK OF LICENSEE'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH THE SERVICES PROVIDED AND/OR LICENSEE'S USE OF THE PROGRAM AND DOCUMENTATION. ACCORDINGLY, LICENSEE AGREES THAT GEOGRAPHIC SOLUTIONS SHALL NOT BE RESPONSIBLE TO LICENSEE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SOFTWARE, OR THE PERFORMANCE OF SERVICES BY GEOGRAPHIC SOLUTIONS PURSUANT TO THIS AGREEMENT. ANY PROVISION HEREIN TO THE CONTRARY, NOTWITHSTANDING THE MAXIMUM LIABILITY OF GEOGRAPHIC SOLUTIONS TO ANY PERSON, FIRM OR CORPORATION WHATSOEVER ARISING OUT OF OR IN THE CONNECTION WITH ANY LICENSE, USE, MAINTENANCE OR OTHER EMPLOYMENT OF ANY PROGRAM OR DOCUMENTATION DELIVERED TO LICENSEE HEREUNDER, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUDIATION OF CONTRACT, WARRANTY, TORT OR OTHERWISE, SHALL IN NO CASE EXCEED THE ACTUAL FEES PAID TO GEOGRAPHIC SOLUTIONS BY LICENSEE FOR THE USE OF THE PROGRAM AND DOCUMENTATION DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE WHEN THE CONDUCT GIVING RISE TO THE CLAIM FIRST OCCURRED. THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF GEOGRAPHIC SOLUTIONS ARISING OUT OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF CONSIDERATION LEVIED IN CONNECTION WITH THE AUTHORIZATION TO USE THE PROGRAM AND DOCUMENTATION AND ANY SERVICES RENDERED HEREUNDER AND THAT, WERE GEOGRAPHIC SOLUTIONS TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN, SUCH CONSIDERATION WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER.

**28. INDEMNIFICATION**

**28.1.** GEOGRAPHIC SOLUTIONS shall indemnify, hold harmless and defend LICENSEE against any action brought against LICENSEE to the extent that such action is based on a claim that the PROGRAM and/or DOCUMENTATION, when used in accordance with this Agreement, infringes a United States copyright and GEOGRAPHIC SOLUTIONS shall pay all costs, settlements and damages finally awarded, provided that: LICENSEE promptly notifies GEOGRAPHIC SOLUTIONS in writing of any claim, gives GEOGRAPHIC SOLUTIONS sole control of the defense and settlement thereof and provides all reasonable assistance in connection

therewith. If the PROGRAM and/or DOCUMENTATION is adjudged to infringe, or in GEOGRAPHIC SOLUTIONS' opinion is likely to be adjudged an infringement, GEOGRAPHIC SOLUTIONS shall, at its sole discretion and option, either: (1) replace the PROGRAM and/or DOCUMENTATION with a substantially equivalent non-infringing PROGRAM and/or DOCUMENTATION; (2) modify the PROGRAM and/or DOCUMENTATION to make it non-infringing; or (3) require LICENSEE to cease all use of the PROGRAM and/or PROGRAM and return any copies of such PROGRAM and/or DOCUMENTATION. Upon compliance with GEOGRAPHIC SOLUTIONS' demand, LICENSEE will receive a credit of the fee paid, less reasonable depreciation, upon return of the PROGRAM and DOCUMENTATION. GEOGRAPHIC SOLUTIONS shall have no liability regarding any claim arising out of: (a) LICENSEE'S use of other than a current, unaltered RELEASE of the PROGRAM and/or DOCUMENTATION, unless the infringing portion is also in the then current, unaltered release, (b) LICENSEE'S use of the PROGRAM in combination with non-LICENSE software, data or equipment if the infringement was caused by such use or combination, (c) any modification or derivation of the PROGRAM not specifically authorized in writing by GEOGRAPHIC SOLUTIONS, or (d) use of third party software. THE FOREGOING STATES THE ENTIRE LIABILITY OF GEOGRAPHIC SOLUTIONS AND THE EXCLUSIVE REMEDY FOR LICENSEE RELATING TO INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY COPYRIGHT OR OTHER PROPRIETARY RIGHT BY THE PROGRAM.

**28.2.** Except for the foregoing infringement claims, LICENSEE shall indemnify and hold harmless GEOGRAPHIC SOLUTIONS, their officers, agents and employees from and against any claims, demands, or causes of action whatsoever, including, without limitation to, those arising on account of LICENSEE'S modification or enhancement of the PROGRAM or otherwise caused by, or arising out of, or resulting from, the exercise or practice of the authorization granted hereunder by GEOGRAPHIC SOLUTIONS, its officers, employees, agents and representatives. LICENSEE shall indemnify and hold GEOGRAPHIC SOLUTIONS harmless from the use of any confidential information, including, but not limited to, confidential information contained in the database, such as social security numbers, for purposes other than those permitted by this Agreement.

**29. GOVERNMENT CONTRACTS.** If the PROGRAM or DOCUMENTATION to be furnished hereunder is to be used in the performance of a government contract or subcontract, the PROGRAM and DOCUMENTATION shall be provided on a "restricted rights" basis only and LICENSEE shall place a legend, in addition to applicable copyright notices, in the form provided under the governmental regulations, if any. GEOGRAPHIC SOLUTIONS shall not be subject to any flow down provisions that may be required by the governmental customer unless agreed to by GEOGRAPHIC SOLUTIONS in writing.

**30. SURVIVAL.** LICENSEE'S obligations under Section 24, 25, 26, 27, and 28.2 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

**31. COPIES.** LICENSEE is prohibited from copying the PROGRAM and DOCUMENTATION, in whole or in part, except as specifically set forth in this Agreement.



**32. FORCE MAJEURE.** Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, terrorism, labor stoppage, material or labor restrictions by any governmental authority, war or military hostilities, or inability of carriers to make scheduled deliveries.

**33. WAIVER.** No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

**34. SEVERABILITY.** If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

**35. ASSIGNABILITY.** The License granted hereunder is personal to LICENSEE and shall not be assigned by any act of LICENSEE or by operation of law unless authorized in writing by GEOGRAPHIC SOLUTIONS. This Agreement may be assigned by GEOGRAPHIC SOLUTIONS.

**36. INTEGRATION.** This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior license agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict therewith.

**37. LEGAL ACTION.** Should LICENSEE or GEOGRAPHIC SOLUTIONS institute legal action, whether at law or in equity, to enforce any provision hereunder, the prevailing party shall be entitled to receive from the other party, all costs and reasonable attorneys' fees, including, but not limited to, fees for trial and appeals or other legal proceedings.

**38. NOTICES.** All notices or other communications required to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered either personally, by facsimile with receipt confirmed, or one day after delivery to an overnight courier guaranteeing next day delivery and addressed as provided in this Agreement or as otherwise requested in writing by the receiving party.

**39. TIME IS OF THE ESSENCE.** Time is of the essence.

**40. AUTHORIZATION.** The individuals executing this Agreement warrant and represent that they are duly authorized to bind the respective parties to the terms and conditions contained herein.

**41. COUNTERPARTS.** This Agreement may be executed in counterparts with a facsimile and/or copy of the executed Agreement shall be deemed an original.

**Agreed and accepted;**

**LICENSEE**

By: Scott Adkins  
Signature of Authorized Representative

Name: Scott Adkins

Title: Acting Commissioner

Dated: 03-09-23

**GEOGRAPHIC SOLUTIONS**

By: \_\_\_\_\_  
Signature of Authorized Representative

Name: Paul Toomey

Title: President

Dated: \_\_\_\_\_

## EXHIBIT A

### SOFTWARE AND SERVICE ITEMS AND FEES

The following outlines the Geographic Solutions Unemployment System\*, Pandemic Unemployment Assistance (PUA) software and services included in this Agreement:

#### *Pandemic Unemployment Assistance (PUA) System*

In response to the Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act, Workforce West Virginia coordinated with Geographic Solutions, Inc. (GSI) to implement a Pandemic Unemployment Assistance (PUA) System in April 2020.

The Workforce West Virginia PUA system was fully implemented in May 2020 and is maintained on GSI server environments.

Workforce West Virginia no longer allows claimants/public access to the PUA system. Staff will not be processing claims, or entering any new data into the PUA system. Workforce West Virginia staff will require occasional access to view and print documents, and conduct any required audits and reporting.

As outlined in the pricing table, Geographic Solutions will maintain the West Virginia PUA system and provide limited staff access.

## EXHIBIT B

### PAYMENT PLAN

The following is the payment plan for this project:

Service Period: March 15, 2023 to March 14, 2024	
Software Services	Monthly Maintenance Fee
PUA System maintenance and hosting of WV PUA system including data history of claimant's applications, weekly certifications, benefits, federal reports, overpayments and appeals. Service includes access to database by up to three (3) staff, two (2) times per month.	\$4,750.00

  

Software Access	Access Fee
Limited, daily fee to access the database software for reporting and audits (twenty-four (24) hour access to PUA). Data access includes PUA claims, overpayments and appeals history.	\$995.00/day

## EXHIBIT C

### HOSTING CONFIGURATION

The following is the recommended hosting configuration for this project:

#### Hardware

Item	Description
Application server	2-8 VMware Servers in a web-farm environment. 8 vCores, 10 GB vRAM.
Database server	2 Cisco UCS SQL Servers in an active passive Windows Cluster environment. 40 Cores, 1 TB RAM.
Reports Server	1 VMware Servers in a web-farm environment. 8 vCores, 32 GB vRAM.
Testing Server	2 VMware Servers in a web-farm environment. 4 vCores, 6 GB vRAM.
Training Server	2 VMware Servers in a web-farm environment. 4 vCores, 6 GB vRAM.
Backup Server	1 VMware Server in a web-farm environment. 4 vCores, 6 GB vRAM.
Load balancer	2 Radware Alteon load balancers in a HA configuration.
Storage System	Pure M70 or Nimble AF9000 all flash storage arrays.
Tape Drive	LTO 5 Tape Drive Array connects to a Commvault array for offsite system and data archiving.
Uninterrupted Power Supply	APC, 16KVA battery backup solution. Nine 1 MW Generack Generators. Automatically powers building if utility power goes offline.

#### Note:

Geographic Solutions reserves the right to modify this configuration if required to improve system performance.