



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: 02-22-2024

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 0803 0081 DOT2400000031 1	Procurement Folder:	1305710
Document Name:	Auditing SaaS RFQ (81240046)	Reason for Modification:	
Document Description:	Auditing SaaS RFQ (81240046)		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2024-02-26
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2025-02-25

VENDOR				DEPARTMENT CONTACT	
Vendor Customer Code:	VS0000043264			Requestor Name:	Kristine E James
ONSPRING TECHNOLOGIES LLC				Requestor Phone:	304-414-7104
10801 MASTIN ST STE 400				Requestor Email:	kristy.e.james@wv.gov
OVERLAND PARK	KS	66210			
US					
Vendor Contact Phone:	8433077733	Extension:			
Discount Details:					
	Discount Allowed	Discount Percentage	Discount Days		
#1	No	0.0000	0	<div style="font-size: 48px; font-weight: bold;">24</div> <div style="font-weight: bold;">FILE LOCATION</div>	
#2	No		0		
#3	No		0		
#4	No		0		

INVOICE TO	SHIP TO
INFORMATION TECHNOLOGY DIVISION DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720 CHARLESTON WV 25305 US	INFORMATION TECHNOLOGY DIVISION DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720 CHARLESTON WV 25305 US

2-26-2460

Total Order Amount:	Open End
----------------------------	----------

Purchasing Division's File Copy

2/22/2024

PURCHASING DIVISION AUTHORIZATION
 DATE: *Munt...* 2/26/2024
 ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
 DATE: *John L. Gray*
 ELECTRONIC SIGNATURE ON FILE
2/29/2024

ENCUMBRANCE CERTIFICATION
 DATE: *Dan...* 3-1-24
 ELECTRONIC SIGNATURE ON FILE

Extended Description:

The Vendor, Onspring Technologies, LLC, agrees to enter with the West Virginia Department of Transportation (WVDOT), into an open-end contract to provide auditing cloud-hosted SaaS, per the specifications, terms and conditions, bid requirements, Addendum No. 1 dated 10/19/2023, Addendum No. 2 dated 11/06/2023, Addendum No. 3 dated 11/07/2023 and the Vendor's bid dated 10/25/2023, incorporated herein by reference and made apart of hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	81162000			EA	78865.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Enterprise SaaS Subscription

Extended Description:

Enterprise SaaS Subscription - Year 1

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	81162000			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Enterprise SaaS Subscription Per Additional Core User

Extended Description:

Enterprise SaaS Subscription Per Additional Core User - no charge
- Year 1

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	81162000			LS	50000.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Initial Cloud-Hosted SaaS Implementation

Extended Description:

Initial Cloud-Hosted SaaS Implementation - Year 1

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	81162000			HOUR	295.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Initial Cloud-Hosted SaaS Virtual Instructor Led Training

Extended Description:

Initial Cloud-Hosted SaaS Virtual Instructor Led Training - Year 1

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	81162000			HOUR	295.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Virtual Instructor Led Training

Extended Description:

Virtual Instructor Led Training - Year 1

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	81162000			HOUR	295.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Virtual Administrator Training

Extended Description:
Virtual Administrator Training - Year 1

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	81162000			HOUR	315.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: On-site system Administrator Training

Extended Description:
On-site system Administrator Training - Year 1

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	81162000			HOUR	315.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Cloud hosted SaaS Professional Services Supportrator Onsite

Extended Description:
Cloud hosted SaaS Professional Services Supportrator Onsite - Year 1

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	81162000			HOUR	315.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Cloud hosted SaaS Professional Services Supportrator Virtual

Extended Description:
Cloud hosted SaaS Professional Services Supportrator Virtual - Year 1

WV-96
1/1/2019

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

State Agency, Board, or Commission (the "State"): WV DOT
Vendor: OnSpring Technologies
Contract/Lease Number ("Contract"): CRFQ DOT24 * 36
Commodity/Service: Auditing Software

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


WV-96
1/1/2019

- 12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
- 13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
- 14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
- 15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
- 16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
- 17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
- 18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-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 it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
- 20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

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

State: WV DOT
 By: Carla Rotsch
 Printed Name: Carla P. Rotsch
 Title: Business Manager
 Date: 2/12/24

Vendor: Onspring Technologies, LLC
 By: 
 Printed Name: Chris Pantanius
 Title: Founder & CEO
 Date: 01/31/2024 | 14:43 CST

RECEIVED

BUSINESS MANAGING
OFFICE

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 four (4) 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.

If applicable, please see specifications

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: 1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: \$1,000,000.00 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.

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 www.state.wv.us/admin/purchase/privacy.

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.

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.

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) Rene Barnes - Enterprise Sales Manager

(Address) 10801 Mastin Street, suite 409, Overland Park, KS 66210

(Phone Number) / (Fax Number) (843) 307-7733

(email address) Rene.barnes@onspring.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wOASIS, 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.

Onspring Technologies, LLC

DocuSigned by
(Company)


(Signature of Authorized Representative)
Chris Pataenius, Founder & CEO

10/24/2023 | 15:02 CDT

(Printed Name and Title of Authorized Representative) (Date)
c/o Rene Barnes, (843) 307-7733

(Phone Number) (Fax Number)
c/o Rene Barnes, rene.barnes@onspring.com

(Email Address)

REQUEST FOR QUOTATION
Open-End Contract for Auditing Cloud-Hosted SaaS (81230134)
CRFQ DOT24*36

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation (WVDOT) to establish an open-end contract for Auditing Cloud-hosted SaaS to be utilized by the West Virginia Transportation Auditing Division.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1. **“Contract Item”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2. **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.3. **“SaaS”** means Software as a Service
 - 2.4. **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.5. **“Working Papers”** means audit documentation is an essential element of audit quality. The process of preparing and reviewing audit documentation contributes to the quality of an audit. Audit documentation serves to (1) provide the principal support for the audit report, (2) aid auditors in conducting and supervising the audit, and (3) allow for the review of audit quality.
3. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - 3.1. Vendor must provide, upon request, documentation showing their experience with having successfully completed implementation of an existing Auditing Cloud-hosted SaaS with workflows within an organization of similar size and complexity or larger than WVDOT before contract award.
 - 3.2. Vendor must provide, upon request, proof as an authorized reseller of the proposed Auditing Cloud-hosted SaaS or a Sole Source letter if the Cloud-hosted SaaS is proprietary to the vendor before contract award.
 - 3.3. Vendor must provide, upon request, proof their proposed solution is ISO 27001 certified (SOC-2) before contract award.

REQUEST FOR QUOTATION
Open-End Contract for Auditing Cloud-Hosted SaaS (81230134)
CRFQ DOT24*36

4. GENERAL REQUIREMENTS:

4.1. Mandatory Contract Item Requirements: The Vendor shall provide Agency with the Contract Items listed below. Contract Items must meet or exceed the mandatory requirements listed below.

4.1.1. General Auditing Cloud-hosted SaaS Operating Requirements

- 4.1.1.1.** Cloud-hosted SaaS must have the capability to store hundreds of audit files per fiscal year.
- 4.1.1.2.** Cloud-hosted SaaS must have the capability to create and maintain a library of findings and create templates by individual client or engagement.
- 4.1.1.3.** Cloud-hosted SaaS must include a subscription for up to a minimum of twenty-five (25) users in the audit work papers system concurrently from multiple locations, allow for at least one thousand five hundred (1500) audits annually, allow at least one hundred (100) automated integration workflows annually, allow at least fifty (50) automated integration monitors annually and must include unlimited stakeholders.
 - 4.1.1.3.1.** Cloud-Hosted SaaS must have the ability to add additional core user licenses as requested and purchased by the Agency.
- 4.1.1.4.** Cloud-hosted SaaS must have the capability for the client to create work papers, audit programs, reports, and templates for use.
- 4.1.1.5.** Cloud-hosted SaaS must filter work papers by client, engagement type, fiscal year, or by auditor.
- 4.1.1.6.** Cloud-hosted SaaS must support and integrate with agency owned Microsoft Office Suite, Google Workspace, Adobe Acrobat Professional and Bluebeam Revu (PDF) programs for searching, retrieval and saving of documents.
- 4.1.1.7.** Cloud-hosted SaaS must be compatible with states Google email system.
- 4.1.1.8.** Cloud-hosted SaaS must have the ability to assign hierarchy of roles for users.
- 4.1.1.9.** Cloud-hosted SaaS must have the capability of add/alter client information, auditors, approvers, reviewers, and administrative personnel.
- 4.1.1.10.** Cloud-hosted SaaS must be able to create assignments to specific users.
- 4.1.1.11.** Cloud-hosted SaaS must have the capability to retrieve prior audit information from agency owned Teammate Software. This information would reference prior completed set of working papers for a particular entity.
- 4.1.1.12.** Cloud-hosted SaaS must have the capability to convert past audit work papers from agency owned current TEAMMATE software.

REQUEST FOR QUOTATION
Open-End Contract for Auditing Cloud-Hosted SaaS (81230134)
CRFQ DOT24*36

- 4.1.1.13.** Cloud-hosted SaaS must allow users have the capability to view, alter and create multiple workpapers at the same time.
- 4.1.1.14.** Cloud-hosted SaaS must have evidence of workpaper completion and review by whom and the date completed.
- 4.1.1.15.** Cloud-hosted SaaS must have controls over workpaper sharing and have the capability for different employees to alter same work paper.
- 4.1.1.16.** Cloud-hosted SaaS must allow peer review team to view work papers.
- 4.1.1.17.** Cloud-hosted SaaS must have the capability to leave reviewer comments notes for work paper corrections that can be removed by reviewer.
- 4.1.1.18.** Cloud-hosted SaaS must have indicators that work papers have been altered and needs reviewed.
- 4.1.1.19.** Cloud-hosted SaaS must have the capability to reference or link support documentation.
- 4.1.1.20.** Cloud-hosted SaaS must automatically generate audit reports to agency owned Microsoft Office Suite, Google Workspace, Adobe Acrobat Professional and Bluebeam Revu with indicators of each engagement in progress.
- 4.1.1.21.** Cloud-hosted SaaS must have the capability to run macros in agency owned Microsoft Office Suite software while in the audit Cloud-hosted SaaS system.
- 4.1.1.22.** Cloud-hosted SaaS must have the capability to lock down work papers and have the capability of removing this lock if necessary.
- 4.1.1.23.** Cloud-hosted SaaS must have the capability to access multiple clients working files at the same time.
- 4.1.1.24.** Cloud-hosted SaaS must have the ability to spell and grammar-check text fields.
- 4.1.1.25.** Cloud-hosted SaaS must have the capability to store client files on an external hard drive.
- 4.1.1.26.** Cloud-hosted SaaS must have the capability to tick mark or reference agency owned Acrobat Adobe Professional or Bluebeam PDF software.
- 4.1.1.27.** Cloud-hosted SaaS must have indicators that work paper has been changed after reviewer sign off.
- 4.1.1.28.** Cloud-hosted SaaS must have the capability to run reports to compile data information such as number of audits completed, number of audits in progress, number of findings issued, audit hours per engagement, audit hours per auditor, audit hours per fiscal year for a section and for entire Division.
- 4.1.1.29.** Cloud-hosted SaaS must have a dedicated audit workflow process and pages for each audit with configurable sections for planning, fieldwork, and reporting in a straightforward to navigate user interface.

REQUEST FOR QUOTATION
Open-End Contract for Auditing Cloud-Hosted SaaS (81230134)
CRFQ DOT24*36

- 4.1.1.30. Cloud-hosted SaaS must provide the ability for end-users to configure reporting dashboards straightforward without the need for vendor support or enchantment.
 - 4.1.1.31. Cloud-hosted SaaS must provide the ability for WVDOT to update configuration of interface key field names, layout and attributes without requiring vendor assistance.
 - 4.1.1.32. Cloud-hosted SaaS must accommodate any file size or file type with very small data load latency issues.
 - 4.1.1.33. Cloud-hosted SaaS must integrate with agency-owned Microsoft Power BI report and visualization software.
- 4.1.2. Auditing Cloud-hosted SaaS Security Requirements**
- 4.1.2.1. Cloud-hosted SaaS Servers must be replicated and load-balanced across data centers.
 - 4.1.2.2. Cloud-hosted SaaS must take backups at a minimum every four to eight hours and ensure an RPO of four hours.
 - 4.1.2.3. Cloud-hosted SaaS must save daily encrypted database backups that are also stored in encrypted, redundant, and versioned storage.
 - 4.1.2.4. Cloud-hosted SaaS must have built in redundancies at the regional, datacenter, hardware, container, and data levels.
 - 4.1.2.5. Cloud-hosted SaaS must be able to export all data and files to common formats such as CSV.
 - 4.1.2.6. Cloud-hosted SaaS must be accessible and have full functionality from web browsers (eg: Chrome, Edge Firefox)
 - 4.1.2.7. Cloud-hosted SaaS servers must have 24/7/365 physical security monitoring.
 - 4.1.2.8. Cloud-hosted SaaS must have single sign-on ability and work with State owned Active Directory.
 - 4.1.2.9. Cloud-hosted SaaS must have an out of the box role-based permission(s) or allow for custom roles to restrict what can be viewed or edited down to field level.
 - 4.1.2.10. Cloud-hosted SaaS must have the ability for two-factor authentication.
 - 4.1.2.11. Cloud-hosted SaaS must have data protection and at a minimum have end-to-end TLS 1.2 encryption or better.
 - 4.1.2.12. Cloud-hosted SaaS must have storage encryption and protect all WVDOT auditing files, databases and backups with at least AES-256 bit encryption or better before being written to permanent disk storage.
 - 4.1.2.13. Cloud-hosted SaaS must encrypt all wire transmissions and use hashing controls for sensitive data (passwords), have data loss capabilities at the firewalls and email and utilize TLS for encryption for data in transit and AES for encryption of data at rest.

REQUEST FOR QUOTATION
Open-End Contract for Auditing Cloud-Hosted SaaS (81230134)
CRFQ DOT24*36

- 4.1.2.14. Cloud-hosted SaaS must use NIST-compliant data sanitization procedures to securely delete data requested by WVDOT that has reached the end of use life.
- 4.1.2.15. Cloud-hosted SaaS audit trails must be strictly monitored to ensure performance, availability, and security.
- 4.1.2.16. Cloud-hosted SaaS audit trails must have audit logs that track every data change made in the system against an authenticated user.
- 4.1.2.17. Cloud-hosted SaaS audit trail must log every successful and failed attempt to access WVDOT SaaS Cloud-hosted instance. Vendor shall provide information concerning such successful or failed attempts to WVDOT/WVOT upon WVDOT/WVOT's request.

4.1.3. Training & Implementation

- 4.1.3.1. Vendor must implement, configure, build and setup proposed cloud-hosted SaaS for WVDOT.
- 4.1.3.2. Vendor shall provide the Agency with virtual training within five (5) working days of Cloud-hosted SaaS implementation.
- 4.1.3.3. Vendor shall provide on-going training rates for virtual instructor led training.
- 4.1.3.4. Vendor shall provide on-going training rates for virtual and on-site administrator training.

4.1.4. Technical Support

- 4.1.4.1. Vendor shall provide technical support for the Cloud-hosted SaaS utilizing a primary technical support phone number, ticket portal or primary technical support email address.
- 4.1.4.2. Vendor shall provide a minimum response time of two (2) hours call back for support requests during normal business hours of 8:00 a.m. through 5:00 p.m. Eastern Standard Time Monday through Friday excluding WV state holidays.

4.1.5. Cloud-Hosted SaaS Professional Services Support

- 4.1.5.1. Experienced Cloud-hosted SaaS consultants, analysts and software developers shall be available to assist WVDOT with software/workflow installation/configuration/ customizations.
- 4.1.5.2. Vendor shall provide both a virtual and on-site rate.
- 4.1.5.3. A Statement of Work (SOW) shall be developed that identifies the following:
 - 4.1.5.3.1. Tasks to be performed.
 - 4.1.5.3.2. Deliverables.
 - 4.1.5.3.3. Staff assigned, resumes and experience level.
 - 4.1.5.3.4. Cost breakdown based on the rates bid in this RFQ.
 - 4.1.5.3.5. WVDOT shall review and approve the SOW before commencing of any services.

REQUEST FOR QUOTATION
Open-End Contract for Auditing Cloud-Hosted SaaS (81230134)
CRFQ DOT24*36

4.1.6. Terms and Conditions

4.1.6.1. Vendor should provide with their bid a copy of any software licensing and or support terms and conditions to which the State of West Virginia or the Agency must agree to or accept, either in writing or digitally, in order to receive the commodities or services offered as part of this contract. Written terms will be required prior to the award of any contract resulting from this solicitation. Failure to provide additional terms and conditions may result in disqualification or cancellation of the vendor's bid or contract.

4.2. Acceptance of System and Test Period

4.2.1. Once the open-end contract for Auditing Cloud-hosted SaaS has been awarded, the Agency will release a Central Delivery Order (CDO). Upon issuance of the CDO, the Agency will commence, in conjunction with the awarded vendor, a test period for up to thirty (30) days of the Auditing Cloud-hosted SaaS.

If the test period produces no issues at a minimum, the Agency will issue a Letter of Acceptance of the system. Prior to an Acceptance of the system, the following criteria must be met: (1) successful testing of all components and (2) validating full functionality.

Once the Acceptance of the system is agreed upon by both the Agency and Vendor, the contract subscription period will then begin. The Agency will issue a request for a Change Order to the CDO, stating the acceptance of the system and thereby beginning the first year of the subscription.

5. CONTRACT AWARD:

5.1. Contract Award: The Contract is intended to provide the Agency with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

5.2. Pricing Pages: Vendor shall complete the Pricing Pages by completing the cost table included as Exhibit A. The Vendor shall complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

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

REQUEST FOR QUOTATION
Open-End Contract for Auditing Cloud-Hosted SaaS (81230134)
CRFQ DOT24*36

6. ORDERING AND PAYMENT:

- 6.1. Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 6.2. Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

7. DELIVERY AND RETURN:

- 7.1. Shipment and Delivery:** Vendor shall deliver the Contract Items within ten (10) working days after being awarded this Contract and receiving a purchase order or notice to proceed.
- 7.2. Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.
- Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.
- 7.3. Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location. Vendor shall include the cost of order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery.
- 7.4. Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that item(s) are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 7.5. Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

REQUEST FOR QUOTATION
Open-End Contract for Auditing Cloud-Hosted SaaS (81230134)
CRFQ DOT24*36

8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

9. **VENDOR DEFAULT:**

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

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

9.1.2. Failure to comply with other specifications and requirements contained herein.

9.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

9.1.4. Failure to remedy deficient performance upon request.

9.2. The following remedies shall be available to the Agency upon default.

9.2.1. Immediate cancellation of the Contract.

9.2.2. Immediate cancellation of one or more release orders issued under this Contract.

9.2.3. Any other remedies available in law or equity.

10. **MISCELLANEOUS:**

10.1. **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

10.2. **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

10.3. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____



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

State of West Virginia
 Centralized Request for Quote
 Info Technology

Proc Folder: 1305710			Reason for Modification: Addendum No. 3
Doc Description: Auditing SaaS RFQ (81240046)			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-11-07	2023-11-09 13:30	CRFQ 0803 DOT2400000036	4

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER
 John W Estep
 304-558-2566
 john.w.estep@wv.gov

Vendor Signature X **FEIN#** **DATE**

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

ADDITIONAL INFORMATION

Addendum No. 3

Response to vendor question attached. See attached pages.

The bid opening remains on 11/9/2023 at 1:30 pm.

No other changes.

INVOICE TO**SHIP TO**DEPT. OF TRANSPORTATION
1900 KANAWHA BLVD E,
BLD. 5 RM-720DEPT. OF TRANSPORTATION
1900 KANAWHA BLVD E,
BLD. 5 RM-720CHARLESTON WV
USCHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Cloud-based software as a service	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81162000			

Extended Description:

Auditing SaaS RFQ (81240046)

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical questions due by 2:00 pm	2023-10-25

SOLICITATION NUMBER: DOT2400000036

Addendum Number: 3

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

- 1. To provide responses to vendor questions. See attached pages. The bid opening remains 11/09/2023 at 1:30 pm.**

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

Terms and Conditions:

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

ATTACHMENT A

ADDENDUM NO. 3

CRFQ DOT24*36

Questions:

Q1: Normally it is permissible to pay for Software upfront vs. in arrears (Point 14). However, should the State cancel the contract, I would think the State has provisions in place to be credited/refunded upon cancellation. I have not had any experience with a cancelled contract - is there State Code or SAO guidelines on how this is handled?

A1: Review item numbers 14 and 19 in the State's Terms and Conditions to address the vendor's concerns. Item number 14 indicates that the State is permitted to for software maintenance, licenses, or subscriptions in advance. Item number 19 indicates a thirty-day written notice would be provided in advance for cancellation.

Other Information:

1. The bid opening remains on 11/9/2023 at 1:30 pm.



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

State of West Virginia
 Centralized Request for Quote
 Info Technology

Proc Folder: 1305710			Reason for Modification: Addendum No. 2
Doc Description: Auditing SaaS RFQ (81240046)			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-11-06	2023-11-09 13:30	CRFQ 0803 DOT2400000036	3

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER
 John W Estep
 304-558-2566
 john.w.estep@wv.gov

Vendor Signature X	FEIN#	DATE
---------------------------	--------------	-------------

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

ADDITIONAL INFORMATION

Addendum No. 2
To move the bid opening date from 11/07/2023 to 11/09/2023. The bid opening time remains at 1:30 pm.
See attached pages.

INVOICE TO | **SHIP TO**

DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720
CHARLESTON WV US	CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Cloud-based software as a service	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81162000			

Extended Description:
Auditing SaaS RFQ (81240046)

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical questions due by 2:00 pm	2023-10-25

SOLICITATION NUMBER: DOT2400000036

Addendum Number: 2

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. **To move the bid opening date from 11/07/2023 to 11/09/2023. The bid opening time remains at 1:30 pm.**

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

Terms and Conditions:

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



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

State of West Virginia
 Centralized Request for Quote
 Info Technology

Proc Folder: 1305710	Reason for Modification: Addendum No. 1
Doc Description: Auditing SaaS RFQ (81240046)	
Proc Type: Central Master Agreement	

Date Issued	Solicitation Closes	Solicitation No	Version
2023-11-01	2023-11-07 13:30	CRFQ 0803 DOT2400000036	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER
 John W Estep
 304-558-2566
 john.w.estep@wv.gov

Vendor Signature X **FEIN#** **DATE**

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

ADDITIONAL INFORMATION

Addendum No. 1

To move the bid opening date from 11/02/2023 to 11/07/2023. The bid opening time remains at 1:30 pm.

See attached pages.

INVOICE TO**SHIP TO**DEPT. OF TRANSPORTATION
1900 KANAWHA BLVD E,
BLD. 5 RM-720DEPT. OF TRANSPORTATION
1900 KANAWHA BLVD E,
BLD. 5 RM-720CHARLESTON WV
USCHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Cloud-based software as a service	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81162000			

Extended Description:

Auditing SaaS RFQ (81240046)

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical questions due by 2:00 pm	2023-10-25

SOLICITATION NUMBER: DOT2400000036

Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. **To move the bid opening date from 11/02/2023 to 11/07/2023. The bid opening time remains at 1:30 pm.**

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

Terms and Conditions:

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DOT2400000036

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Onspring Technologies, LLC

Company

DocuSigned by:

732D8C0D9B474D5...

Authorized Signature

01/31/2024 | 14:43 CST

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

Software as a Service Addendum

1. Definitions:

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

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

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

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

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

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

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

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

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

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

Restricted data means personal data and non-public data.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Termination and Suspension of Service:

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

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

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

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

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

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

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

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

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

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

14. Security:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Version 11-1-19

AGREED:

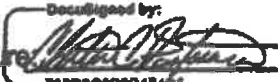
Name of Agency: WVDOT

Signature: Carla Rotsch

Title: Business Manager

Date: 2/22/24

Name of Vendor: Onspring Technologies LLC

DocuSigned by:
Signature: 
713D8C8D8847405

Title: Founder & CEO

Date: 10/24/2023 | 15:02 CDT

Appendix A

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

Name of Service Provider/Vendor: _____

Name of Agency: _____

Agency/public jurisdiction's required information:

1. Will restricted information be processed by the service provider?

Yes
No

2. If yes to #1, does the restricted information include personal data?

Yes
No

3. If yes to #1, does the restricted information include non-public data?

Yes
No

4. If yes to #1, may the service provider store public jurisdiction data in a data center in an acceptable alternative data center location, which is a country that is not the U.S.?

Yes
No

5. Provide name and email address for the Department privacy officer:

Name: _____

Email address: _____

Vendor/Service Provider's required information:

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

Name: _____

Email address: _____

Phone Number: _____

The following sections of the **Software as a Service Addendum** section of the Solicitation are hereby revised as follows:

Section 3(d); Data Protection and Privacy – The following sentence must be deleted from this section: “If, in the course of its engagement by the public jurisdiction, the service provider has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, the service provider shall at all times remain in compliance with the Payment Card Industry Data Security Standard (“PCI DSS”) requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the service provider’s sole cost and expense.” The Cloud-hosted SaaS is not intended to be used for storage and management of payment cardholder information.

Section 8; Background Checks - Vendor conducts the following background checks in connection with its hiring process for all employees: Social Security Number Trace; National Criminal Database Check; Domestic Watch List Check; 7-Year County Criminal Court Search; Sex Offender List Search.

Section 10; Access to Security Logs and Reports – the following language must be deleted from this section: “security logs for all public jurisdiction files and accounts related to this contract.” Vendor can provide, on an annual basis, reports addressing user access (successful and failed attempts), user access IP address, and user access history.

Section 13; Change Control and Advance Notice: This section must be modified to state that Vendor will give 72 hours advance notice of any system downtime impacting service availability and performance. Vendor routinely performs upgrades, the implementation of which does not affect system performance, and shall have no obligation to provide advance notice of such upgrades.

Section 21; Compliance with Accessibility Standards: The following language must be deleted: “The service provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.” Vendor will provide upon request a copy of its Voluntary Product Accessibility Template (VPAT), which is updated annually, describing the accessibility standards that the Cloud-hosted SaaS supports, partially supports, and does not support and that are not applicable to the Cloud-hosted SaaS.

The terms and conditions of Vendor’s Master Agreement, attached hereto as Exhibit A, shall apply to the State of West Virginia’s purchase and use of Vendor’s Online Services except where the terms included in the Solicitation, as modified by these Exceptions, directly conflict with the terms of the Master Agreement.

Exhibit A
To Exceptions to Solicitation Terms and Conditions

Master Agreement

THIS MASTER AGREEMENT ("AGREEMENT") IS BY AND BETWEEN ONSPRING TECHNOLOGIES, LLC, A KANSAS LIMITED LIABILITY COMPANY ("ONSPRING") AND THE COMPANY OR INDIVIDUAL ACCEPTING THIS AGREEMENT (THE "CUSTOMER"). THIS AGREEMENT WILL BECOME EFFECTIVE WHEN ALL THE PARTIES HAVE SIGNED IT. THE DATE THIS AGREEMENT IS SIGNED BY THE LAST PARTY TO SIGN IT (AS INDICATED BY THE DATE STATED UNDER THAT PARTY'S SIGNATURE) WILL BE DEEMED THE EFFECTIVE DATE OF THIS AGREEMENT. THIS AGREEMENT GOVERNS CUSTOMER'S ACQUISITION AND USE OF THE SOFTWARE SERVICES (AS DEFINED BELOW), INCLUDING ANY FREE TRIAL SERVICES, AND ANY PROFESSIONAL SERVICES (AS DEFINED BELOW) PROVIDED BY ONSPRING TO CUSTOMER.

1. DEFINITIONS

"Affiliate" means any entity that, at any given time, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with a party or that party's parent company. The term "control" (including the terms "controlled by," and "under common control with") means having, directly or indirectly, the power to direct or cause the direction of the management and policies of a party, whether through the ownership of voting securities, by contract or otherwise.

"Customer Data" means all electronic data or information submitted by Customer or Users to the Purchased Services.

"Days" means calendar days unless specified otherwise.

"Deliverables" means the output or milestone of a Professional Services project as defined and mutually agreed upon in a Statement of Work or in this Agreement.

"Implementation Services" means Onspring's Subscription Admin Services (as further described on Exhibit A) or Quick ROI Implementation Services (as further described on Exhibit B), as specified in the applicable Sales Document if purchased by Customer.

"Malicious Code" means viruses, worms, time bombs, Trojan horses, trap doors, clocks, other limiting routines, instructions or designs, or other harmful or malicious codes, files, scripts, agents or programs.

"Material" means any information, design, specification, instruction, software, data, or material furnished by either Customer or Onspring to the other Party in connection with a Professional Services project.

"Non-Onspring Products or Services" means online applications, offline software products and/or related services that are provided by third party entities or individuals that are unrelated to Onspring, and that interoperate with or transfer data to or from the Software Services.

"Product" means a preconfigured set of Onspring applications and/or surveys, reports, dashboards, and automations licensed by the Customer for use across the Customer's enterprise.

"Professional Services" means consulting services provided by Onspring to Customer, including but not limited to software implementation, integration and/or training services, as defined in a Statement of Work or provided as part of Implementation Services.

"Purchased Services" means Software Services purchased under a Sales Document and excludes Software Services provided pursuant to a free trial (as described in Section 2 herein).

"Sales Document" ("Quote", "Order Form", "Order Confirmation", "Invoice" and/or "Receipt") means the documents for ordering the Software Services and Implementation Services, whether in electronic or paper form, that are entered into between Onspring and Customer, including all attachments and exhibits. Each Sales Document is governed by this Agreement and incorporates the terms of this Agreement therein. Onspring Platform Package definitions and limitations are set forth on Exhibit C attached hereto and incorporated herein. If any terms of this Agreement or the Sales Document conflict, the terms of the Agreement will control.

"Software Services" means the software products and services that Customer orders under a free trial or a Sales Document and made available by Onspring online via the Onspring Website at <https://www.onspring.com> and/or other web pages designated by Onspring, including but not limited to the Onspring Community Website at <https://community.onspring.com>. "Software Services" exclude Non-Onspring Products or Services.

"Standard Support" means administrative support provided by Onspring that is offered 7:00 a.m.–5:00 p.m. Central Standard Time, Monday through Friday, excluding U.S. recognized holidays. Standard Support is offered via email, phone, and web conferencing. Standard Support provides answers to Customer questions related to the use of the Software Services, including issue resolution. The Onspring Standard Support team is unable to log into client instances. Onspring's Service Level Agreement for Standard Support is set forth in the Sales Document between Onspring and Customer.

"Statement of Work" or "SOW" means a document describing Professional Services and/or Deliverables to be provided by Onspring for Customer. Each Statement of Work that may be executed by the Parties under this Agreement will utilize Onspring's standard form. Any Statement of Work, when executed by both Parties, shall be deemed to incorporate all applicable provisions of this Agreement.

"User Guide" means the online user guide for the Software Services, accessible via login at [https://\[customer name\].onspring.com](https://[customer name].onspring.com), as updated from time to time.

"Users" means individuals who are authorized by Customer to use the Software Services, for each individual a license or subscription to a Software Service has been ordered, and who has been supplied user identifications and passwords by Customer (or by Onspring at Customer's request). Users may include but are not limited to Customer's employees, consultants, contractors and/or other parties with whom a contractual relationship with the Customer exists.

2. PURCHASED SERVICES

2.1. Provision of Purchased Services. Onspring shall make the Purchased Services available pursuant to this Agreement and the applicable Sales Documents during a license term (as provided in the applicable Sales Document). Customer acknowledges and agrees that purchases of Software Services are not (i)

contingent on the delivery of any future functionality or features, or (ii) dependent on any oral or written public comments made by Onspring regarding future functionality or features.

2.2. Subscriptions. Unless otherwise specified in the applicable Sales Document, (i) Software Services are purchased as User or enterprise Product subscriptions and may be accessed by no more than the specified number of Users or for the specific applications and surveys outlined in the Product diagram referenced in the Sales Document, (ii) additional User or enterprise Product subscriptions may be added during the current subscription term at the same pricing as that for the current term, and (iii) the added User or enterprise Product subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Software Services. Enterprise Product subscriptions are for enterprise Users only and access to the licensed Products may not exceed the number of employees within the Customer's organization as stated in the Sales Document.

2.3 Onspring grants Customer, its Affiliates and its Users a worldwide, non-exclusive, royalty-free, non-transferable (except in connection with a permitted assignment of this Agreement), non-sublicenseable right to access and use the Software Services and the User Guide in accordance with the terms of this Agreement.

3. USE OF THE SERVICES

3.1. Onspring's Responsibilities. Onspring shall (i) provide Standard Support for the Purchased Services to Customer at no additional charge, and (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for (a) planned downtime (of which Onspring shall give at least 8 hours' notice via email to Customer and which Onspring shall schedule, to the extent practicable, during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday Central Time), or (b) any unavailability caused by circumstances beyond Onspring's reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems, Internet service provider failures or delays, or denial of service attacks. See Exhibit D of this Agreement for additional information regarding Onspring's Service Level Agreement with respect to availability of the Software Services.

3.1.1. Customer Onsite Services. If Onspring performs any Professional Services on Customer's premises, all Onspring workers shall follow Customer's rules and policies made known to Onspring workers.

3.2. Onspring's Protection of Customer Data.

3.2.1. Onspring shall maintain commercially appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data.

3.2.2. Onspring shall not (i) modify Customer Data, (ii) disclose Customer Data except as compelled by law in accordance with Subsection 8.3 or as expressly permitted in writing by Customer, or (iii) access Customer Data except to provide the Software Services and Professional Services and prevent or address service or technical problems, or at Customer's request in connection with customer support matters.

3.3. Customer Responsibilities. Customer shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the legality of Customer Data and the means by which Customer Data

is acquired, (iii) use commercially appropriate administrative, physical, and technical safeguards to prevent unauthorized access to or use of the Software Services, (iv) notify Onspring promptly of any such unauthorized access or use, and (v) use the Software Services only in accordance with this Agreement, the User Guide and applicable laws and government regulations. Customer shall not (a) make the Software Services available to anyone other than Users, (b) sell, resell, rent or lease the Software Services, (c) use the Software Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Software Services to knowingly store or transmit Malicious Code, (e) intentionally interfere with or disrupt the integrity or performance of the Software Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Software Services or its related systems or networks. If it is determined by Onspring that a User is misusing the Software Services or is otherwise in violation of this Agreement, Onspring will notify Customer of the misuse and will reserve the right to immediately inactivate the related User account(s).

3.4. Usage Limitations. Software Services may be subject to other limitations, such as, for example, limits on disk storage space or on the number of calls Customer is permitted to make against Onspring's application programming interface. Any such limitations are specified within the Administration Reports page within the Software Services and within the appropriate Sales Document as provided to Customer. The Software Services provide real-time information to enable Customer to monitor its compliance with any User count, Product component, and storage-related limitations. Any issues of non-compliance related to User counts, Product components, or storage limitations will be provided to Customer. Customer shall then have up to 30 days following the date of notification of non-compliance to rectify any overages, in order to bring usage back into compliance. If not rectified within the 30-day period, Onspring reserves the right to inactivate the Software Services.

4. PROFESSIONAL SERVICES

4.1 Implementation Services. If ordered by Customer, Onspring will provide Implementation Services to Customer under this Agreement and pursuant to the terms and conditions set forth in the applicable Sales Document. Implementation Services are subject to the parameters set forth in the Sales Document and Exhibits A and B of this Agreement. If Customer requires Professional Services that fall outside the scope of Implementation Services, the parties must execute a separate Statement of Work describing the Professional Services.

4.2 Personnel. The person(s) assigned by Onspring to perform Professional Services shall have appropriate technical and professional skills and experience to enable them to perform their duties in a professional and workmanlike manner, consistent with generally accepted industry standards for the performance of such Professional Services. Onspring will use commercially reasonable efforts to maintain continuity of its personnel until completion of the applicable project. In the event that Onspring replaces any person performing Professional Services with another person, Onspring will provide an alternate person with no less relevant skill sets than the person being replaced.

4.3 Provision of Professional Services Outside the Scope of Implementation Services.

- a. If ordered by Customer, Onspring will provide Professional Services to Customer under this Agreement and one or more Statements of Work that will be executed by both Parties. Any

change in the scope of Professional Services or Deliverables must be documented in a mutually agreed and executed change order amending the applicable Statement of Work.

- b. With respect to each SOW, each Party shall appoint a qualified staff member or other representative to act as project manager (each, a "Project Manager") for the Professional Services to be performed under each Statement of Work. Each Project Manager shall act as the single point of contact for the Party appointing such Project Manager in connection with the performance of such Professional Services for the applicable project. Onspring will provide written reports on the progress of the Professional Services performed under each Statement of Work as may be reasonably requested from time to time by Customer's Project Manager.

4.4 Deliverables

- a. **Provision of Deliverables.** All Deliverables will be provided to Customer as specified in this Agreement, the applicable Statement of Work, or Sales Document, or as may be otherwise mutually agreed to by the Parties in writing.
- b. **Customer Review and Testing.** Deliverables will be subject to acceptance testing by Customer to verify that the Deliverables satisfy the acceptance criteria in each Statement of Work or Sales Document. If no specific acceptance criteria are set forth in the applicable Statement of Work or Sales Document, the acceptance criteria will be Customer's commercially reasonable determination that the Deliverables conform to and function in accordance with the proposals, descriptions and specifications set forth in the applicable Statement of Work or Sales Document and are free from defects in materials, workmanship, performance and functionality. If there is no time frame specified in the applicable Statement of Work or Sales Document, Customer will have fifteen (15) business days after delivery of the relevant Deliverables to notify Onspring of its acceptance or rejection of the Deliverables in writing ("Testing Period"). If Customer has not issued such written notification to Onspring at the end of such Testing Period, the affected Deliverables will be deemed accepted. If Customer rejects the Deliverables in writing during the Testing Period, Onspring will attempt to remedy the specified defects and resubmit the affected Deliverables to Customer within ten (10) business days of the date of initial rejection or such other time period as agreed in writing by the Parties, at which time the acceptance testing procedure will be repeated. If the Deliverables fail acceptance testing this second time, Customer may provide Onspring with a subsequent opportunity to remedy the defects and resubmit the Deliverables for acceptance testing or finally reject the Deliverables and pursue any rights or remedies as set forth in this Agreement, at law or in equity.

5. NON-ONSPRING PROVIDERS

5.1. **Integration with Non-Onspring Products or Services.** The Software Services may contain features designed to interoperate with Non-Onspring Products or Services. To use such features, Customer may be required to obtain access to such Non-Onspring Products or Services from its providers. If the provider of any such Non-Onspring Products or Services ceases to make the Non-Onspring Product or Service available for interoperation with the corresponding Software Service features on reasonable terms, Onspring may cease providing such Software Service features without entitling Customer to any refund, credit or other compensation. Any acquisition by Customer of such Non-Onspring Products or

Services, and any exchange of data between Customer and any non-Onspring provider, is solely between Customer and the applicable non-Onspring provider. Onspring does not warrant or support Non-Onspring Products or Services.

6. FEES AND PAYMENT

6.1. Fees. Customer shall pay all fees to Onspring specified in any applicable Sales Document(s) and Statements of Work in United States Dollars (USD). Except as otherwise specified or in a Sales Document, (i) fees for the Software Services are based on Purchased Services and not actual usage, and (ii) payment obligations are non-cancelable and fees paid are non-refundable. Software Services subscription fees are based on annual periods that begin on the subscription start date and each anniversary thereof. Fees for User subscriptions added in the middle of a subscription term will be charged a prorated amount for the time remaining in the subscription term following any applicable free trial period. Fees for Professional Services listed in a Statement of Work will indicate the rate for such services but are exclusive of taxes and expenses.

6.2. Invoicing. Customer will provide Onspring with a valid purchase order for the Software Services and Implementation Services (if ordered). Onspring will invoice Customer for the Software Services and Implementation Services (if ordered) in advance and otherwise in accordance with the relevant Sales Document. Onspring shall submit invoices to Customer for Professional Services (if ordered) on a monthly basis (or more or less frequently as may be specified in the applicable Statement of Work) detailing the amounts payable by Customer under the Statement of Work. Unless otherwise stated in the Sales Document or Statement of Work, invoiced charges are due net 30 days from Customer's receipt of the invoice.

Customer will be deemed to have received an applicable invoice on (i) the first business day after sending by electronic mail or, (ii) the second business day after mailing. Customer is responsible for providing to Onspring complete and accurate billing and contact information and notifying Onspring of any changes to such information. As of the date of this Agreement and until further notice, Customer's billing address is as follows:

Customer Name:

Address:

City, State, Postal Code:

Contact Person:

E-mail:

6.3. Form of Payment. Customer shall remit payment for invoiced fees by check, wire, or ACH transfer. In the event Customer desires to pay invoiced charges by credit card, a convenience fee equal to three and one-half percent (3.5%) of the invoiced amount will be added to the amount due.

6.4. Overdue Charges. If any payments for charges are not received by Onspring by the due date as defined in Subsection 6.2, then at Onspring's discretion, such charges may accrue late interest at the rate

of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the 31st day following the date of Customer's receipt of the invoice until the date paid.

6.5. Suspension of Service and Acceleration. Without limiting Onspring's other rights and remedies, if any amount owed by Customer under this Agreement or any applicable Sales Document remains outstanding in excess of thirty (30) days following the date of Customer's receipt of the invoice, Onspring may, in its sole discretion, accelerate Customer's unpaid fee obligations so that all fee obligations become immediately due and payable, and/or suspend the Purchased Services until such amounts are paid in full. Without limiting Onspring's other rights and remedies, if any amount owed by Customer for Professional Services under any applicable Statement of Work remains outstanding in excess of thirty (30) days following the date of Customer's receipt of the invoice, Onspring may, in its sole discretion, suspend the delivery of any further Professional Services until such amounts are paid in full. Onspring will give Customer at least 7 days' prior written notice that its account is overdue before suspending the Purchased Services or Professional Services.

6.6. Taxes. Unless otherwise stated, Onspring's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is solely responsible for paying all applicable Taxes associated with its purchases hereunder. If Onspring has the legal obligation to pay or collect Taxes for which Customer is responsible under this subsection, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Onspring with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Onspring is solely responsible for taxes assessable against it based on Onspring's income, property and employees.

Will the Customer provide a sales tax exemption certificate?

Please select yes or no:

Yes

No

If yes, please send the required tax exemption documents immediately to: billing@onspring.com

6.7 Expenses. Subject to any limitations specified in an applicable Statement of Work and subject to Customer's expense reimbursement guidelines furnished to Onspring, as such guidelines may be updated from time to time, Customer shall pay or reimburse Onspring for all pre-approved, out-of-pocket travel and living expenses reasonably incurred by Onspring's personnel in performing the Professional Services or Implementation Services.

7. PROPRIETARY RIGHTS

7.1. Software Services. Solely with respect to the Software Services:

- a. Reservation of Rights in Software Services. Subject to the limited rights expressly granted hereunder, Onspring reserves all rights, title and interest in and to the Software Services, including all related intellectual property rights. Other than as expressly set forth herein, no rights are granted to Customer.
- b. Restrictions. Customer shall not (i) permit any third party to access the Software Services except as permitted herein or in a Sales Document, (ii) create derivative works based on the Software

Services except as authorized herein, (iii) copy, frame or mirror any part or content of the Software Services, other than making the Software Services accessible via Customer's own intranets or otherwise for Customer's own internal business purposes, (iv) reverse engineer the Software Services, or (v) access the Software Services in order to (a) build or enhance a competitive product or service, or (b) copy any features, functions, graphics or content of the Software Services.

- c. Customer-Developed Onspring Applications. If Customer, a third party acting on Customer's behalf, or a User creates their own built-in Onspring application or form as provided by the allowable use of the Software Services, Customer authorizes Onspring to host, copy, transmit, display and adapt such applications, solely as necessary for Onspring to provide the Software Services in accordance with this Agreement.
- d. Customer Data. Subject to the limited rights granted by Customer hereunder, Onspring acquires no right, title or interest from Customer or its licensors under this Agreement in or to Customer Data, including any intellectual property rights therein.
- e. Ideas. Customer may choose to or Onspring may invite Customer to submit comments or ideas about the Software Services, including without limitation about how to improve the Software Services or other products. Onspring shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Software Services any comments, suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the operation of the Software Services or other products offered by Onspring.

7.2. Professional Services. Solely with respect to the Professional Services, including Implementation Services:

- a. Customer's Ownership. Upon payment for the Professional Services, Customer will have the non-exclusive, non-assignable, royalty free, limited right to use for its internal business operations, anything developed by Onspring and delivered to Customer as part of the Professional Services project; however, certain Deliverables may be subject to additional license terms provided in the Statement of Work or Sales Document. Customer may allow its agents and contractors (including, without limitation, outsourcers) to use the Deliverables for this purpose and Customer is responsible for their compliance with this Agreement in such use.
- b. Pre-Existing IP. Both Parties shall own and retain all rights to their respective pre-existing intellectual property ("IP") and any IP developed outside of the Professional Services performed under this Agreement. All Deliverables provided to Customer by Onspring under this Agreement, a Statement of Work, or Sales Document are "work made for hire" under applicable copyright law.

7.3 Third Party Proprietary Rights.

- a. Components. Onspring will specify in each Statement of Work, Change Order, or Sales Document any third-party software, tools, products or materials required for performing the Professional Services or incorporated into or provided in connection with Deliverables prepared under such Statement of Work, Change Order, or Sales Document ("Third-Party Components"). Unless stated otherwise in the applicable Statement of Work, Change Order, or Sales Document, and provided that the Third-Party Components are identified in the Statement of Work, Change Order, or Sales

Document, Customer will be responsible for obtaining appropriate licenses for such Third-Party Components and for paying any applicable license fee. Onspring will be responsible for providing reasonable assistance to Customer for securing all such licenses required from third parties for use of any such Third-Party Components. Use and access to any such Third-Party Components will be governed as per the terms under relevant third party end user license agreement (EULA).

- b. Third-Party Licenses. If while performing Professional Services Onspring requires access to other vendors' products that are part of Customer's system(s), Customer will be responsible for acquiring all such products and the appropriate license rights necessary for Onspring to access such system(s) on Customer's behalf.

7.4 Trademark Usage. Onspring and Customer shall not use one or more of the other party's name, logo, trademarks and trade names, and any facsimile of them, without the written consent of the other party.

8. CONFIDENTIALITY

8.1. During the course of performance of this Agreement or any Statement of Work, each party may disclose to the other party certain Confidential Information (as defined below). Each party shall, and shall cause each of its respective principals, directors, officers, managers, partners, employees, agents, counsels, subcontractors, Users or other representatives ("Representatives"), to hold the other party's Confidential Information in confidence and shall use reasonable efforts to protect it using no less than the degree of care it uses in protecting its own similar information. Each party shall, and shall cause each of such party's Representatives to, not disclose the other party's Confidential Information to any third party other than its Representatives and shall use such Confidential Information for the sole purpose of performing such party's obligations under this Agreement or any Statement of Work. Each party shall not, and shall cause each of its Representatives to not, copy, change, or create other works from the Confidential Information except as to carry out its obligations of this Agreement or any Statement of Work. Each party shall be responsible for any breach of this paragraph by any of its Representatives (including, without limitation, Representatives who, subsequent to the first date of disclosure of Confidential Information become former Representatives) or by any other person receiving Confidential Information from or through such party. If a party breaches this Section 8, the non-breaching party may suffer irreparable harm and monetary damages may be an inadequate remedy. The non-breaching party will be entitled to seek temporary, preliminary, and permanent injunctive relief against the breaching party or its Representatives, in addition to other rights and remedies to which it may be entitled at law or in equity. Each party waives any requirement for a bond for any injunctive or other equitable relief.

8.2. For the purposes hereof, "Confidential Information" means any technical data, know-how or other information (either oral, written or digital) provided to either party by the other (including any Representative of the other) or obtained by either party from the other (including any Representative of the other) including, without limitation, that which relates to the organization, marketing strategies, business, finances, know-how, trade secrets, recipes, formulas, technology, advertising plans, distribution information, technical data, inventions (whether or not patentable), processes, designs, drawings, models, software, hardware and operations or past, current or potential customers, advertisers and suppliers of the disclosing party, in tangible or intangible form and whether or not identified as confidential. The term Confidential Information shall not include any information which: (i)

is disclosed through no fault of the receiving party; (ii) the receiving party can verifiably demonstrate was in its possession prior to disclosure hereunder; (iii) is subsequently disclosed to the receiving party by a third party having the right to disclose it; (iv) is verifiably independently developed by the receiving party without reference to or the assistance of the disclosing party's Confidential Information; or (v) is approved for release in writing by the owner thereof.

8.3. Either party or its Representatives may disclose the other party's Confidential Information upon the order of any competent court or government agency, provided that, as promptly as practicable after any such order issued and prior to disclosure unless prohibited by applicable law, the party that is subject to such order shall inform the other party of such order and the details thereof and afford the other party the opportunity to seek a protective order or other appropriate relief. The compelled party shall (a) only disclose that portion of the Confidential Information that it is required to disclose, and (b) use reasonable efforts to ensure that the Confidential Information is treated confidentially.

8.4. The confidentiality provisions of this Agreement shall survive termination or expiration of this Agreement forever and shall be binding upon and inure to the benefit of both parties' successors and permitted assigns. This Agreement does not confer any right, license, interest, or title in, to, or under the Confidential Information to the receiving party. Except as described herein, no license is hereby granted to the receiving party, by estoppel or otherwise, under any intellectual property rights of the disclosing party.

8.5. Upon termination or expiration of this Agreement or upon request at any time, each party will return to the other party all tangible copies of the other party's Confidential Information and destroy any notes or other work product containing the other party's Confidential Information and certify such destruction in writing to the other party.

9. WARRANTIES AND DISCLAIMERS

9.1. Software Services Warranties.

- a. **Onspring Warranties.** Onspring warrants that (i) it has validly entered into this Agreement and has the legal authority to do so and it and its employees and subcontractors have proper skill, training, and background to deliver the Software Services in a competent and professional manner, (ii) the functionality of the Software Services will not be materially decreased during a subscription term, (iii) it will not knowingly transmit Malicious Code to Customer, (iv) the Software Services do not infringe on any intellectual property or other rights of any third party, and (v) it has full and sufficient rights necessary to grant to Customer any license or rights granted hereunder. Notwithstanding the foregoing Onspring shall not be in breach of this subsection (iii) if Customer or User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Customer's exclusive remedy shall be as provided in Subsections 12.4 and Subsection 12.6.
- b. **Customer Warranties.** Customer warrants that (i) it has validly entered into this Agreement and has the legal authority to do so, (ii) Customer Data entered in the Software Services by Customer or User do not infringe on any intellectual property or other rights of any third party, and (iii) it has full and sufficient rights necessary to grant to Onspring any license or rights granted hereunder.

9.2 Professional Services Warranties.

- a. **Title and Non-Infringement.** Onspring represents and warrants to Customer that prior to delivery of any Deliverable to Customer, Onspring will have obtained assignment, all right, title and interest in and to such Deliverable from each Onspring personnel who performed Professional Services relative to such Deliverable. Onspring further represents and warrants to Customer that as delivered by Onspring to Customer, such Deliverable will not infringe or misappropriate the patent, copyright, trademark, trade secret or other intellectual property rights of any third party. This non-infringement warranty shall not apply to the extent that an infringement claim arises as a result of (a) modification or alteration of the Deliverable made after the delivery by Onspring to Customer if such modification or alteration that is directly attributed to the infringement claim, was not made by or on behalf of Onspring, and was not specified by Onspring or required for use of the Deliverables; or (b) use of the Deliverable in combination with other products or systems not known to Onspring, reasonably anticipated in the specifications or reasonably necessary for use of such Deliverables.
- b. **Compliance with Specifications.** Pursuant to Section 4.4(b), Onspring represents and warrants to Customer that as delivered by Onspring and at the time of acceptance by Customer, each Deliverable provided pursuant to a Statement of Work or this Agreement will conform to its corresponding specifications. This warranty shall not apply to the extent that failure of the Deliverable to conform to its corresponding specifications has resulted from: (a) modification of the Deliverable after delivery by Onspring if such modification was not made by or on behalf of or specified by Onspring, (b) use of the Deliverable in combination with other products or systems which was not known to Onspring, reasonably contemplated in the specifications, or reasonably necessary for use of such Deliverables or (c) defects in components or materials provided to Onspring by Customer in connection with the preparation of the Deliverable.
- c. **Compliance with Law.** Onspring represents and warrants that it is in compliance with, and shall perform the Professional Services in compliance with, all applicable laws and regulations.
- d. **Virus and Disabling Code.** Onspring represents and warrants that Onspring will not knowingly introduce any virus or unauthorized disabling code into any software Deliverable provided hereunder or into the Customer network or system. Onspring will use industry standard anti-virus software and devices to screen all software Deliverables prior to delivery to Customer to prevent any viruses, worms or other computer code that has the effect of disabling or interrupting the operating of a computer system or destroying, erasing or otherwise harming any data, software or hardware.
- e. **Professional Services Warranty.** Onspring represents and warrants that (i) all Professional Services performed by Onspring pursuant to this Agreement will be performed in a professional, diligent, competent and workmanlike manner in accordance with applicable industry standards; and (ii) it has full right and authority to enter into this Agreement, and the performance by Onspring of its obligations and duties under this Agreement does not and will not violate any agreements by which Onspring is bound.

9.3. DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ONSPRING MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

10. MUTUAL INDEMNIFICATION

10.1. Indemnification by Onspring. Onspring shall defend Customer against any claim, demand, suit, or proceeding made or brought against Customer solely by a third party alleging that the use of the Software Services as permitted hereunder or any Material furnished by Onspring infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim"), and shall indemnify Customer for any damages, attorney fees and costs finally awarded against Customer as a result of a Claim, and for amounts paid by Customer under a court- approved settlement of, a Claim; provided, that Customer (a) promptly provides Onspring written notice of the Claim (provided that Onspring shall not agree to any financial or performance commitments on behalf of Customer in settlement of any Claim without Customer's express written consent); (b) provides Onspring with sole control of the defense and settlement of the Claim; and (c) provide Onspring all reasonable assistance, at Onspring's expense. In the event of a Claim, or if Onspring reasonably believes the Software Services or Material furnished by Onspring may infringe or misappropriate, Onspring may, in its sole discretion, and at no cost to Customer (i) modify the Software Services so that they no longer infringe or misappropriate the third party's intellectual property, (ii) obtain a license for Customer to continue using the Software Services in accordance with this Agreement, (iii) replace the Material with other Material that is equal in capacity and performance but is non-infringing, or (iv) (a) solely with respect to the Software Services, terminate Customer's User subscriptions for such Services upon 30 days' written notice and refund to Customer any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination, or (b) solely with respect to the Professional Services, end the license for, and require return of, the applicable Material and refund any fees Customer may have paid for it.

10.2. Indemnification by Customer. Customer shall defend Onspring against any claim, demand, suit or proceeding made or brought against Onspring by a third party alleging that Customer Data, any Material furnished by Customer, or Customer's misuse of the Software Services breaches this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (an "Onspring Claim"), and shall indemnify Onspring for any damages, attorney fees and costs finally awarded against Onspring as a result of an Onspring Claim, and for any amounts paid by Onspring under a court-approved settlement of, an Onspring Claim; provided that Onspring (a) promptly provides Customer written notice of the Onspring Claim; (b) provides Customer with sole control of the defense and settlement of the Onspring Claim (provided that Customer may not settle any Onspring Claim unless the settlement unconditionally releases Onspring of all liability); and (c) provides to Customer all reasonable assistance, at Customer's expense.

10.3 Indemnity Exclusions. The provider of information subject to an indemnification claim (Onspring or Customer, as the case may be, the "Provider") will not indemnify the recipient of such information (Onspring or Customer, as the case may be, the "Recipient") if the Recipient alters the Software Services or Material without Provider's authorization or uses the Software Services or Material outside the scope of use identified in this Agreement, the Sales Document, or the Statement of Work if the alleged

infringement would not have occurred but for such alteration or use outside of the scope of use identified in this Agreement, the Sales Document, or the Statement of Work . The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Onspring will not indemnify Customer to the extent that an infringement claim is based upon the combination of Material with any products or services not provided or authorized by Onspring. This Section 10 provides the parties' exclusive remedy for any infringement claims or damages.

10.4. Exclusive Remedy. This Section 11 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

11. LIMITATION OF LIABILITY

11.1. LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO ANY CLAIM OF INDEMNIFICATION UNDER SECTION 10 OR BREACH OF CONFIDENTIALITY UNDER SECTION 8, ONSPRING'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER IN THE 12 MONTHS PRECEDING THE INCIDENT.

11.2. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

12. TERM AND TERMINATION

12.1. Term of Agreement. This Agreement commences on the Effective Date and continues until all User subscriptions for the Software Services granted in accordance with this Agreement or applicable Sales Document have expired or been terminated. If Customer elects to use the Software Services for a free trial period and does not purchase a subscription before the end of that period, this Agreement will terminate at the end of the free trial period.

12.2. Term of Purchased User Subscriptions. User subscriptions for the Software Services purchased by Customer commence on the start date specified in the applicable Sales Document and continue for the subscription term specified therein. Except as otherwise specified in the applicable Sales Document, all User subscriptions for the Software Services shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other written notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing for the Software Services during any such renewal term shall be the same as that during the prior term unless Onspring has provided Customer written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.

12.3 Termination for Material Breach. In the event of a material breach of the provisions of this Agreement or an applicable Statement of Work, the non-breaching Party may terminate this Agreement and all

Statements of Work, or any individual Statement(s) of Work and this Agreement as it applies to such Statement(s) of Work, upon written notice to the breaching Party if the breaching Party fails to cure such breach within thirty (30) days following written notice thereof to the breaching Party.

12.4 Termination for Bankruptcy or Insolvency. Either Party may terminate this Agreement upon written notice to the other Party if the other Party becomes insolvent or bankrupt, assigns all or a substantial part of its business or assets for the benefit of creditors, permits the appointment of a receiver for its business or assets, becomes subject to any legal proceeding relating to insolvency or the protection of creditors' rights or otherwise ceases to conduct business in the normal course.

12.5. Refund or Payment upon Termination. Upon any termination for cause by Customer, Onspring shall refund any fees prepaid by Customer covering the remainder of the term after the effective date of termination. Upon any termination for cause by Onspring, Customer shall pay any unpaid fees covering the remainder of the term of all Sales Documents after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to Onspring for the period prior to the effective date of termination.

12.6 Effect of Termination of a Statement of Work. Upon the early termination of any Statement of Work for any reason, Onspring shall (i) promptly deliver to Customer all Deliverables (whether complete or incomplete) for which Customer has paid, and (ii) provide reasonable cooperation and assistance to Customer upon Customer's written request and at Customer's expense in transitioning the Professional Services to an alternate service provider.

12.7. Customer Data Retrieval. For a period of fourteen (14) days after the effective date of termination of a Purchased Services subscription ("Data Retrieval Period"), Onspring will continue to make the Purchased Services available to Customer at no additional cost, in order to provide Customer the opportunity to export and download any desired Customer Data. After such 14-day period, Onspring shall have no obligation to maintain or provide any Customer Data and shall within ninety (90) days thereafter, unless legally prohibited, delete all Customer Data in the Services or any Onspring systems. All provisions of this Agreement shall remain in full force and effect during the Data Retrieval Period.

12.8. Surviving Provisions. Sections 7, 8, 9, 10, 11, 12, 12.5, 12.7, 12.8, 14, 15, and 16, and any right or obligation of the parties in this Agreement or any Statement of Work which, by its nature, should survive termination or expiration of this Agreement or any Statement of Work, shall survive any termination or expiration of this Agreement or any Statement of Work. In addition, Customer shall remain obligated to pay Onspring any amounts due hereunder for Professional Services performed and expenses incurred under any Statement of Work prior to the effective date of termination of such Statement of Work.

13. NOTICES.

13.1. Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to Customer shall be addressed to the relevant billing contact designated by Customer. Legal notices shall be addressed to:

Onspring Technologies, LLC
Attn: Legal Department
10801 Mastin Street
Suite 400
Overland Park, KS 66210
Phone: +1 913-601-4900
Fax: +1 913-324-5417
Email: legal@onspring.com

[Customer Legal Name]
[Address Line 1]
[Address Line 2]
[City, State, Postal Code]
Phone: [Phone]
Fax: [Fax]
Email: [Email Address]

14. GOVERNING LAW; DISPUTES; ARBITRATION; JURISDICTION

14.1. Governing Law. This Agreement shall be construed, interpreted, and the rights of the parties determined, in accordance with the laws of the State of Kansas without regard to the conflict of law principles thereof.

14.2. Informal Dispute Resolution. At the written request of either party, the parties will attempt to resolve any dispute arising under or relating to this Agreement (the "Dispute") through the informal means described in this Subsection 15.2. Each party will appoint a senior management representative as necessary. The representatives will furnish to each other all non-privileged information with respect to the Dispute that the parties believe to be appropriate and germane. The representatives will use commercially reasonable efforts to resolve the Dispute without the necessity of any formal proceeding. Formal proceedings for the resolution of the Dispute as set forth in Section 14 may not be commenced until the earlier of: (i) the designated representatives conclude that resolution through continued negotiation does not appear likely; or (ii) 30 days have passed since the initial request to negotiate the dispute was made; provided, however, that a party may file earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or to apply for interim or equitable relief.

14.3. Arbitration. Either Customer or Onspring may require any Dispute to be arbitrated and may do so before or after a lawsuit has been started over the Dispute or with respect to other Disputes or counterclaims brought later in the lawsuit. Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can. ANY ARBITRATION UNDER THIS AGREEMENT ONLY WILL BE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED, AND CUSTOMER IS WAIVING ITS RIGHTS TO HAVE ITS CASE DECIDED BY A JURY AND TO PARTICIPATE IN A CLASS ACTION AGAINST ONSPRING. If any provision of this arbitration provision is found unenforceable, the unenforceable clause shall be severed, and the remaining

arbitration terms shall be enforced (but in no case shall there be a class arbitration). All Disputes shall be resolved finally and exclusively by binding individual arbitration with a single arbitrator, mutually agreed upon by the parties, and administered by the American Arbitration Association (www.adr.org) or JAMS (www.jamsadr.org) according to this provision and the applicable arbitration rules for that forum. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. Each party shall be responsible for its portion of any and all arbitration fees. If either party prevails on any claim for which it is legally entitled to attorney's fees, the party may request that the arbitrator award such fees. For purposes of this arbitration provision, references to each party also include its respective subsidiaries, Affiliates, agents, employees, Representatives, predecessors, successors and assigns as well as authorized users or beneficiaries of the Services. The parties further agree that any arbitration proceeding shall take place in Johnson County, Kansas or Jackson County, Missouri.

14.4. **Jurisdiction and Venue.** The parties submit to the personal jurisdiction of the U.S. District Court for the District of Kansas and the District Court of Johnson County, Kansas, and these courts will have exclusive jurisdiction over, and shall be the exclusive venues for, any judicial proceedings arising out of or related to this Agreement.

14.5. **Waiver of Jury Trial; Waiver of Class Action.** Each party hereby waives any right to a jury trial in connection with any action or litigation in any way arising out of or related to this Agreement. Each party also waives any right to pursue or participate in a class action against the other party which arises out of or is related to this Agreement, and shall not be a class representative or member of any such class.

14.6 **Limitation on Time to Initiate a Dispute.** Unless otherwise required by law, an action or proceeding by a party relating to any Dispute must commence within one year after the cause of action accrues.

15. GENERAL PROVISIONS

15.1. **Export Compliance.** The Software Services, other technology Onspring makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Customer shall not permit Users to access or use Software Services in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

15.2. **Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of the other party's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If a party learns of any violation of the above restriction, that party will use reasonable efforts to promptly notify the other party's legal department.

15.3. **Customer Security Assessments.** In connection with any security assessment performed by Customer or a third party on behalf of Customer, Onspring will provide to Customer at Customer's request, at no additional charge, copies of any security-related certifications received by Onspring and updates to any Onspring-maintained questionnaires or surveys (which may include, without limitation, Onspring Policies and Standards documents, BC/DR testing results, the most recent internal and/or third-party assessments, Cloud Security Alliance Questionnaire, and other regularly maintained security

documents that Onspring develops in the future for external use). Onspring reserves the right to charge Customer fees assessed on an hourly basis for Onspring staff time that is required to respond to any questionnaires or surveys submitted to Onspring by Customer or a third party on behalf of Customer. Customer shall pay any such fees invoiced by Onspring within sixty (60) days of Customer's receipt of the invoice.

15.4. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Neither party shall have any right or authority to act on behalf of or incur any obligation for the other party.

15.5. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

15.6. Waiver. No term or provision of this Agreement or any Statement of Work will be considered waived by either Party, and no breach consented to by either Party, unless such waiver or consent is in writing signed on behalf of the Party against whom it is asserted. No failure or delay by either party in exercising any right under this Agreement or Statement of Work shall constitute a waiver of that right.

15.7. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

15.8 Collection Fees. Customer shall pay on demand all of Onspring's reasonable collection fees and other costs incurred by it to collect any fees or charges due it under this Agreement following Customer's breach of Section 6.

15.9 Force Majeure. Neither party shall be responsible for failure or delay of performance of its obligations under this Agreement or any Statement of Work hereunder if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party, but excluding economic hardship. The parties agree to use reasonable efforts to mitigate the effect of a force majeure event. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Customer's payment obligations under this Agreement or any Sales Document or Statement of Work.

15.10 Assignment. Neither party may assign any of its rights under this Agreement, any Statement of Work, or any Sales Document without the prior written consent of the other party, except that Customer may assign this Agreement, any Statement of Work, or any Sales Document hereunder or both to (a) any purchaser of all of the stock or substantially all of the assets of Customer, or (b) any Affiliate upon notice to Onspring without the consent of Onspring.

15.11 Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Sales Documents and Statements of Work, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party

against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any written modification or amendment hereto which is later in time, the terms of the modification or amendment shall prevail. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Sales Document or Statement of Work, the terms of this Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Customer's purchase order or other order documentation shall be incorporated into or form any part of this Agreement, unless accepted in writing by Onspring, and all such terms or conditions shall be null and void.

16. INSURANCE

16.1 Insurance Coverage. Onspring shall, at its own expense, get and keep the following insurance coverage on an occurrence basis:

- (a) workers' compensation in amounts required by law and employer liability insurance with a limit of \$1,000,000;
- (b) commercial general liability insurance with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate;
- (c) automobile liability insurance (non-owned and hired vehicles only) with a combined single minimum limit of \$2,000,000 each accident for bodily injury and property damage;
- (d) umbrella insurance with minimum limits of \$3,000,000 per occurrence and \$3,000,000 aggregate;
- (e) technology and professional services liability, network security and privacy liability, regulatory proceedings, fines and penalties, and media liability expenses with minimum limits of \$5,000,000 per occurrence and \$5,000,000 aggregate;
- (f) crime insurance with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate;
- (g) employment practices liability insurance with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate.

16.2 Additional Insured. Upon written request by Customer, Onspring shall name Customer as an additional insured to Onspring's commercial general liability policy, and Onspring shall give Customer a certificate showing compliance with these insurance requirements on signing this Agreement. The provision of certificates of insurance or purchase of insurance does not release Onspring of its obligations or liabilities under this Agreement.

17. Signatures. IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have signed this Agreement as of the dates listed below.

Onspring Technologies, LLC

("Customer")

By:
(signature)

Printed Name:

Title:

Date:

By:
(signature)

Printed Name:

Title:

Date:

Exhibit A

Subscription Admin Terms

(Available Only with a One-Year Onspring License Term or Greater)

- Customers may purchase 25% (10 hours per week), 50% (20 hours per week), or 100% (40 hours per week) of an Onspring Professional Services resource's time, as set forth in the applicable Sales Document, starting on the Effective Date and ending on the earlier of the termination of the initial license period or termination of this Agreement.
- Onspring may perform some or all the following functions to support a Customer's Onspring implementation:
 - Assist in any required troubleshooting of configurations identified by Users of the Product;
 - Analyze potential process enhancements and work with stakeholders to implement the enhancements;
 - Assist Customer as needed in any Onspring configuration/design capacity; and
 - Troubleshoot User issues and provide end User training documentation and/or walkthroughs.
- The Deliverables to be provided by Onspring as part of the Subscription Admin offering may include the following:
 - Custom configurations consisting of fields, references, formulas, messages, triggers and outcomes, and dashboards
 - High level proofs of concept
 - End User documentation
- Onspring will notify Customer if Customer has or may exceed the number of weekly hours purchased pursuant to the Sales Document. Customer may not "borrow" hours from week to week.
- Onspring will assign a lead resource, but at times, there will be a team approach (at the lead resource's direction) that includes additional consultants from Onspring to help expedite the implementation of certain configuration updates.
- Customer's designated stakeholders will reasonably participate in the various aspects of the development process, including requirements gathering and documentation, solution review and testing, facilitation of key meetings, training sessions and review of documentation and deliverables.
- Onspring resources will be available solely during Onspring's normal business hours, 8 a.m. – 5 p.m. Central Time, Monday through Friday, excluding U.S. recognized holidays.
- All work will be performed on a remote basis in the United States.

Exhibit B

Quick ROI Implementation Services

Year One of Onspring License

- Customers will receive assistance from an Onspring resource for each Product licensed by the Customer for up to a ten-week period of time, which weeks must be used consecutively. The start date shall be as mutually agreed upon by Onspring and Customer. If Customer has licensed multiple Onspring Products, the ten-week periods of time for the implementation of each Product may be provided consecutively or concurrently, at Onspring's discretion.
- The Quick ROI Implementation may include the following launch activities for the applications available in each Product purchased by Customer (listings of available applications for each Product are available in the Community section of the Onspring platform):
 - Use ready-made Products and the Starting Solution Diagram as starting points;
 - Make slight configurations to fit the Customer's processes, including:
 - Configuring fields, layouts, calculations, messaging, reports and dashboards
 - Configuring access roles and content level security;
 - Data Connector set-up and data import; and
 - Provide end user adoption advice.
- The Quick ROI Implementation may include the following maintenance activities:
 - Incorporation of new platform features; and
 - Adoption of best practices in updated Products.
- Onspring will provide weekly project status reports to all relevant stakeholders. This document will ensure all parties have a clear understanding of completed tasks, planned tasks, and any issues that may hinder project delivery or timelines.
- Onspring will provide ten (10) business days of on-demand support immediately following the ten-week period to fix errors in the configuration, development, and deployment of the Deliverables.

Second Year of License Term and Beyond

- Customer will have an additional eighty (80) hours per Product licensed in the second year and in each subsequent year to adjust configurations, enhance existing processes and solutions, or incorporate new platform features into Customer's Onspring implementation.

Miscellaneous

- The Deliverables to be provided by Onspring as part of the Quick ROI Implementation may include the following:
 - Proposed Solution process flow, architecture and requirements
 - Proposed User Permission configurations
 - Fully configured applications to capture critical process data elements.
 - Reports, dashboards, and email messages to support monitoring and communication of key solution components
 - Detailed responses/results for test scenarios
 - Configuration updates deemed necessary as a result of testing procedures
 - End User Guide
- API integrations and loading attachments are not included in the Quick ROI Implementation but may be added through a separate Statement of Work for an additional fee.
- Onspring will assign a lead resource, but at times, there will be a team approach (at the lead resource's direction) that includes additional consultants from Onspring to help expedite the implementation of certain configuration updates. The lead resource may not remain constant year over year of the Onspring license term.
- Customer's designated stakeholders will reasonably participate in the various aspects of the development process, including requirements gathering and documentation, solution review and testing, facilitation of key meetings, training sessions, and review of documentation and deliverables.
- Full-scale implementations of brand-new processes/solutions must be accompanied with sufficient requirements - provided by either Onspring and/or the Customer - deemed appropriate by Onspring prior to beginning the implementation. Additionally, the brand-new process/solution must reasonably align within the solution licensed. Otherwise, such implementations are subject to being separately scoped Professional Services engagements pursuant to one or more mutually agreed Statements of Work and for an additional fee.
- Onspring resources will be available solely during Onspring's normal business hours, 8 a.m. – 5 p.m. Central Time, Monday through Friday, excluding U.S. recognized holidays.
- All work will be performed on a remote basis in the United States.
- All data to be loaded into Onspring must be in an importable format using Excel/.csv

- No configuration changes can be made once Onspring has begun development of the end user guides.

Exhibit C

Onspring Platform Package Definitions and Terms

If ordered by Customer or referenced within a Sales Document, the following terms and definitions will apply:

System Administrator Training: Onspring Essentials class (15 instruction hours) plus Onspring Survey Bootcamp (6 instruction hours), focused on the structural building blocks and automation features of the Onspring platform. Participants receive a digital copy of Onspring Administrator Training materials.

Onspring Annual User Conference: A multi-day event during which Onspring customers explore new ways to apply Onspring within their businesses, learn how to apply new platform features and functionality to their processes and analytics, network with peers across industries, and receive advice from industry experts. Customers who attend the Annual User Conference are responsible for expenses for their own lodging, travel, and food not provided as part of the event.

Database Storage: Storage of information stored in content records and content record version histories within Onspring applications and surveys.

Attachment Storage: Storage of documents stored in attachment fields within application and survey records in Onspring. Documents stored fields that link to GoogleDrive or OneDrive do not count against storage limitations. Also referred to as File Usage.

API Calls: Requests to/from Onspring's Application Programming Interface (API) to collect information from another system and/or send data to another system from Onspring.

SMS Messages: Short Message Service (SMS) text that are triggered for delivery to active users' global phone numbers from Onspring when data conditions are met. The limit stated is a monthly cap; unused SMS messages cannot be rolled over to subsequent months.

Non-Production Environment: A separate Onspring environment for the purpose of developing and testing configurations prior to moving data to a production instance. A Non-Production Environment allows up to 5 Administrative Users and 10 Testing Users.

Database Refresh: A copy of one Onspring environment may be applied to one other Onspring environment. Customer must request the refresh at least seven (7) days in advance of the date on which it will be performed, logging the request as a support ticket. Onspring will perform the refresh during standard Onspring hours, between 7 a.m. and 5 p.m. Central Standard Time, Monday – Friday (excluding U.S. recognized holidays). Customer must make a trained Onspring Administrator available during the refresh to perform tasks such as temporarily disabling notifications or APIs and re-enabling such features after the refresh is completed.

Custom Firewall Rule Changes: License to alter default firewall rules to allow or disallow access to Onspring for specific nations or netblocks. Includes up to five web firewall configuration updates per year. This includes up to two unique rules, one to allow exceptions and one for explicit rejections.

Exhibit D

Onspring Service Level Agreement (SLA)

Onspring's policy is to respond to all Onspring service issues within 24 hours. Service issues are assigned a priority number as follows, based on the nature of the issue:

P1 – Critical

- A critical issue occurring on a production system, preventing business operations. A large number of users are prevented from working with no procedural workaround.
- Initial contact: < 1 hour
- Status update: < 1 hour
- Management Escalation: Immediate

P2 – Major

- The Onspring service can be accessed by the end-user; however, one or more significant features are unavailable, such as the ability to search or properly navigate through the system. A large number of users are impacted by the issue, but they are still able to work in a limited capacity.
- Initial contact: < 2 hours
- Status update: < 4 hours
- Management Escalation: 12 hours

P-3 – Low

- An issue causing partial or non-critical loss of functionality on a production system. A small number of users are affected or an acceptable workaround is available.
- Initial contact: < 4 hours
- Status update: < 8 hours
- Management Escalation: 24 hours

EXHIBIT A - PRICING PAGE - CRFQ DOT24*36

Auditing Cloud-Hosted SaaS RFP (01240006)									
LOCATION: BUILDING 6, ROOM A-208, CHARLESTON, WV 25305									
Contract Item Number	Description*	Unit of Measure	Estimated Quantity*	Year One Unit Cost	Optional - Year Two Unit Cost	Optional - Year Three Unit Cost	Optional - Year Four Unit Cost	Optional - Year Five Unit Cost	Extended Cost
Auditing Cloud-Hosted SaaS Subscription / License									
Enterprise SaaS Subscription - Meet at a minimum include 25 core user licenses, 1500 audits annually, 100 integrations workflows (automation) annually, 50 integration monitors (automation) annually and unlimited stakeholders									
4.1.1.4.1.2.4.1.1.1	Enterprise SaaS Subscription - Meet at a minimum include 25 core user licenses, 1500 audits annually, 100 integrations workflows (automation) annually, 50 integration monitors (automation) annually and unlimited stakeholders	LS	1	\$74,865.00	\$74,725.00	\$70,900.00	\$70,900.00	\$70,900.00	\$294,590.00
4.1.1.4.1.2.4.1.1.2	Enterprise SaaS Subscription Per Additional Core User (per license)	EA		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Auditing Cloud-Hosted SaaS Services**									
4.1.1.3.1	Initial Cloud-Hosted SaaS Implementation Fee (lump sum)	LS	1	\$50,000.00					\$50,000.00
4.1.1.3.2	Initial Cloud-Hosted SaaS Virtual Instructor Led Training (hourly rate)	EA		\$295.00					
4.1.1.3.3	Virtual Instructor Led-Training (hourly rate)	EA		\$295.00	\$295.00	\$295.00	\$295.00	\$295.00	
4.1.1.3.4	Virtual Administrator Training (hourly rate)	EA		\$295.00	\$295.00	\$295.00	\$295.00	\$295.00	
4.1.1.3.4	On-Site System Administrator Training (hourly rate)	EA		\$315.00	\$315.00	\$315.00	\$315.00	\$315.00	
4.1.5	Cloud-Hosted SaaS Professional Services Support On-Site Rate (hourly rate)	EA		\$315.00	\$315.00	\$315.00	\$315.00	\$315.00	
4.1.5	Cloud-Hosted SaaS Professional Services Support Virtual Rate (hourly rate)	EA		\$315.00	\$315.00	\$315.00	\$315.00	\$315.00	
OVERALL TOTAL COST:									

* The estimated purchase volume for new licenses represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied. **TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately. Location: 1900 Kanawha Boulevard E, Building 5, Charleston, WV 25305 ***Optional Renewals- Year Two through Year Five may be renewed by Change Order upon mutual agreement between the Vendor and Agency.

DocuSigned by:

 7320c809847405 Vendor Signature