



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

State of West Virginia  
**Contract**

Order Date: 08-14-2025

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

Order Number:	CCT 0708 0100 ABC2600000001 1	Procurement Folder:	1752762
Document Name:	Maintenance and Technical Support for GLSuite software.	Reason for Modification:	
Document Description:	Maintenance and Technical Support for GLSuite software.		
Procurement Type:	Central Sole Source		
Buyer Name:	Joseph (Josh) E Hager III		
Telephone:	(304) 558-2306		
Email:	joseph.e.hageriii@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2025-08-20
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2026-02-19

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000186731 GL SUITE INC PO BOX 595  KALISPELL MT 59903 US Vendor Contact Phone: 541-312-3662 Extension:  Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Fredric Wooton Requestor Phone: (304) 541-4336 Requestor Email: fredric.l.wooton@wv.gov  <b>2026</b> FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
ACCOUNTING DEPARTMENT ALCOHOL BEVERAGE CONTROL COMMISSION 4TH FLOOR  900 PENNSYLVANIA AVE  CHARLESTON WV 25302  US	ALCOHOL BEVERAGE CONTROL COMMISSION 4TH FLOOR  900 PENNSYLVANIA AVE  CHARLESTON WV 25302  US

CR 8-15-25

Purchasing Division's File Copy

Total Order Amount: \$140,964.39

PURCHASING DIVISION AUTHORIZATION  DATE: 8/14/2025 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM  DATE: 8/20/2025 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION  DATE: 8-20-25 ELECTRONIC SIGNATURE ON FILE
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**Extended Description:**

The vendor, GL Suite Inc., agrees to enter into this contract with the agency, The West Virginia Alcohol Beverage Control Commission, for GL Suite Software maintenance and support per the specifications, terms and conditions, and the vendors submitted cost proposal dated 8/4/2025, all incorporated by refernce and made a part hereof.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81112201	1.00000	LS	140964.390000	\$140,964.39
Service From	Service To	Manufacturer		Model No	
2025-08-20	2026-02-19				

**Commodity Line Description:** Maintenance and Technical Support recurring monthly charge.

**Extended Description:**

Maintenance and Support

## **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 six months  
(8/20/25 through 2/19/26). 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 \_\_\_\_\_ 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 one six-month period (can revert to legacy plan) 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 of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

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

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

☐☐☐☐

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

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

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000 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 per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

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

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

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

☐ \_\_\_\_\_ for \_\_\_\_\_.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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



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

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

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

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

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

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

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

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

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

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

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

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

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

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, 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) Bill Moseley, CEO

(Address) PO Box 595, Kalispell MT 59903

(Phone Number) / (Fax Number) 541-312-3662

(email address) moseley@glsolutions.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

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

GL Suite, Inc.

(Company) 

(Signature of Authorized Representative)

Bill Moseley, CEO

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

541-312-3662

(Phone Number) (Fax Number)

moseley@glsolutions.com

(Email Address)



## 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.

AGREED:

Name of Agency: WV ABCA

Signature: [Signature]

Title: Commissioner

Date: 08-06-2025

Name of Vendor: GL Sutter Inc

Signature: [Signature]

Title: CEO

Date: 08/05/2025

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

State Agency, Board, or Commission (the "State"):

Vendor: GL

Contract/Lease Number ("Contract"): CCT ABC26\*01

Commodity/Service: Software Maintenance

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

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

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.
- Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that 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 ~~strikes through~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: West Virginia  
By: [Signature]  
Printed Name: Fredric L. Wooten  
Title: Commissioner  
Date: 08-06-2025

Vendor: LC Suite, Inc  
By: [Signature]  
Printed Name: William Mosley  
Title: CEO  
Date: 08/05/25

# GL Suite SaaS Platform Agreement

## *Software as a Service (SaaS) Agreement*

### General Terms

**Parties.** Parties to this GL Suite SaaS Platform Agreement (“Contract”) include GL Suite, Inc., a Montana corporation (“Company”), and the Office of the West Virginia Alcohol Beverage Control Administration (“Subscriber”).

**Contract Purpose.** The purpose of this contract is to provide for the accessation, hosting and servicing of a business process automation SaaS platform application known as GL Suite in accordance with the terms of this contract.

**Contract Incorporation.** This Contract may be executed in any number of counterparts, including this contract, Company’s offer and, optionally, Subscriber’s request for offers, each of which shall be deemed to be an original and all of which shall constitute one agreement which is binding upon all the parties hereto, notwithstanding that all parties are not signatories to the same counterpart. If this Contract was submitted with the Company’s offer in response to Subscriber’s request for offers, Company intends for the offer to be contingent upon acceptance by Subscriber of the terms of this Contract. This Contract and all rights and obligations of the parties hereunder and all rights and obligations of the parties shall be governed by, and construed and interpreted in accordance with, the laws of the State of Montana applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance. This Contract may only be amended in a written agreement executed by authorized representatives of both parties hereto.

**Contract Term.** This Contract shall be effective upon execution of this agreement by the parties. The Contract shall expire concurrently upon the expiration of all GL Simple subscriptions. GL Simple subscriptions are offered only for the most current and immediately prior version of the SaaS Platform in effect at the time the GL Simple subscription is purchased.

**Assignments by Company.** Any and all rights and interests of Company under this Contract may be assigned, either in whole or in part, without notice to Subscriber, and Subscriber agrees that its rights under this Contract are expressly subject and subordinate to any and all security interests which may now or hereafter be placed by Company or its assigns upon the SaaS Platform. All references in this subparagraph to assignment shall be

deemed also to include any pledge, mortgage, transfer or other disposition. Subject always to the foregoing provisions of this section, this Contract shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties hereto and, where appropriate, their heirs, legatees and personal representatives. The Company will provide Subscriber with no less than a ninety (90) calendar day notice of impending cessation of its business.

## Insurance

**Workers' Compensation Insurance.** Company shall maintain during the term of this Contract workers' compensation insurance in compliance with applicable State law, which requires subject employers to provide workers' compensation coverage for all their subject workers.

**Professional Liability Insurance.** Company shall maintain during the term of this Contract professional liability insurance with a combined single limit, or the equivalent, of not less than one million dollars the total amount payable to Company under this Contract for each claim, incident or occurrence to cover damages caused by error, omission, or negligent acts related to the professional services to be provided under this Contract.

**General Liability Insurance.** Company shall maintain during the term of this Contract general liability insurance with a combined single limit, or the equivalent, of not less than one-million dollars the total amount payable to Company under this Contract for each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnities provided under this Contract and endorsements for products, completed operations and personal injury. It also shall provide that the Subscriber and their agencies, subdivisions, officers, employees and agents are additional insured but only with respect to Company's services to be provided under this Contract.

**Automobile Liability Insurance.** Company shall maintain during the term of this Contract automobile liability insurance with a combined single limit, or the equivalent, of not less than the amount required under law for each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.

**Notice of Cancellation or Change.** Company shall not cancel, cause a material change in, reduce its limits for or omit or intend not to renew the insurance coverage required under this Contract without thirty (30) calendar days' prior written notice from Company or its insurers to Subscriber.

**Certificates of Insurance.** The certificates shall specify all of the parties who are additional insured and shall indicate all deductible amounts or retentions for all self-insurance. If requested, complete uses of insurance policies shall be provided to Subscriber. Company

shall be financially responsible for all pertinent deductibles, self-insured retention, and self-insurance.

## Payments

**Payments.** Subscriber shall make payments to Company in accordance with the Pricing Addendum during the accessation.

**Billing.** Subscriber may elect quarterly or annual billing for the GL Simple subscription fees. If the Subscriber fails to make timely payment for a quarterly invoice, Company shall require annual payment of GL Simple subscription fees. Company may prorate GL Simple fees to coincide with the end of a quarter or the Subscriber's fiscal year.

**FIFO.** Irrespective of any language on or accompanying a payment, Company shall apply all payments received to the oldest invoice due.

**Payment Obligation Absolute.** Subscriber's obligations under this Contract, including the obligation to pay subscription fees unabated, shall continue in full force and effect regardless of any inability of Subscriber to use the SaaS Platform because of war, governmental regulations, or strikes, unless for breach of contract or warranty.

## GL Simple

**GL Simple Subscription.** Company offers licensing, hosting, SaaS platform, maintenance and warrant services as annual subscriptions. ("GL Simple"). Company grants to Subscriber and Subscriber accepts from Company a non-exclusive, non-transferrable, terminable subscription and right to use GL Suite SaaS platform for each named individual for whom Subscriber purchases a GL Simple subscription. GL Suite is a SaaS platform application designed to automate business processes in specific industries such as risk management, claim and government regulations (the "SaaS Platform") on the terms and conditions set forth in this Contract, exclusively for the following purposes defined in this section.

**Upgrades and Releases.** GL Simple Subscription includes all new releases and versions, and services provided as a service.

**Annual Term Only.** All GL Simple subscriptions shall be purchased for an annual term.

**Trial Term.** Notwithstanding the requirements for an annual subscription, Company agrees to a 6-month initial trial of GL Simple-Professional by Subscriber. At the end of the trial term, Subscriber may either:

1. Subscribe to an additional 6-month term of GL Simple-Professional, or

2. Purchase the legacy support plan in existence prior to the execution of this agreement. (see attached quote)

Following the two six-month GL Simple-Professional terms, all GL Simple subscriptions shall be purchases on an annual basis.

Subscriber shall pay a legacy conversion fee for licensing and support between the expiration of the prior contract and August 19, 2025.

**Trial Subscription Start Date.** The GL Simple-Professional subscription begins August 20, 2025.

**Trial Subscription End Date.** The initial GL Simple-Profession subscription ends February 19, 2026.

**Subscription Tier and Cost.** The annual cost of a GL Simple subscription is based on the tier and number of named Subscriber employees or contractors with access to the SaaS Platform whether or not such usage is concurrent as shown in the Pricing Addendum. Subscriber shall purchase the same GL Simple-Tier plan for all named-users.

### Configuration Support

Certain GL Simple services require the use of a Task or Project.

**Projects.** A project includes a request for a GL Simple service with any of the following characteristics: 1) functionality requests that require coordination between Company and a third-party; 2) functionality requests with three or more finite services which must be delivered in a specific sequence to meet the Subscriber's business requirements; 3) functionality which may impact other aspects of the configured SaaS Platform and therefore require a system test of an entire business process; or 4) service or functionality which requires the presence of a Company employee onsite at Subscriber's place of business.

**Tasks.** A task is a single request for a GL Simple subscription service except requests that are a project.

**Policies.** Upon mutual agreement between the Company and the Subscriber, the Company may establish and modify reasonable policies affecting the definition of GL Simple services, the concurrency of item fulfillment, the definition of projects and tasks, and the request timing required to perform requests within a GL Simple subscription.

Company may determine that a request is more than one project if the activities are designed to produce more than one specific final output; the activities may start and stop independently of one another; an output is being produced for more than one internal or external customer; or, the process steps substantially vary to produce the specific final output. Company may determine a request for a public web site enhancement is more than



one project if the site includes alternate processing steps for data ownership and privacy or employment changes, address change, names changes, status changes, fees, or subscription input based on subscription type or status or other subscription criteria.

**Additional Tasks or Projects.** Subscriber may incrementally increase the number of Tasks or concurrent Projects in a GL Simple tier by paying an “Escalation Fee” in the amount applicable for each task or project pursuant to the Pricing Addendum.

**Industry Standards.** Changing Company or SaaS platform industry standards may require the use of a project prior to update an existing web site or business process to conform to the new standard.

### GL Simple Subscription Tiers.

GL Simple subscriptions are offered in three tiers: Standard, Professional and Enterprise. Company shall provide “Tasks” and “Projects” specified for the tier in the chart below.

GL Simple Tier	Tasks for Services	Projects for Services
<b>Standard</b>	None included	None included
<b>Professional</b>	2 tasks/user/year or 86 tasks per year, whichever is greater; max 200	One concurrent project, no limit on total
<b>Enterprise</b>	4 tasks/user/year or 172 tasks per year, whichever is greater; max 400	Three concurrent projects, no limit on total

Subscriber may select a GL Simple subscription tier annually upon expiration of the prior GL Simple subscription by notifying Company in writing of the desired tier.

Subscribers purchasing the Standard tier must purchase GL Simple for a minimum of 25 named Subscriber employees or contractors with access to the SaaS Platform.

Subscribers purchasing the Professional tier must purchase GL Simple for a minimum of 8 named Subscriber employees or contractors with access to the SaaS Platform.

Subscribers purchasing the Enterprise tier must purchase GL Simple for a minimum of 3 named Subscriber employees or contractors with access to the SaaS Platform.

## Subscription Services

Company offers services with each GL Simple subscription as described in the Subscription Service table below.

Subscription Service	GL Simple Standard	GL Simple Professional	GL Simple Enterprise
<b>Account Management</b>			
Schedule Management	✓	✓	✓
Scope Management	✓	✓	✓
Risk Management	✓	✓	✓
Communication Management	✓	✓	✓
Client Engagement	✓	✓	✓
Project Initiation	✓	✓	✓
Change Management	✓	✓	✓
Critical Project Monitoring		✓	✓
Critical Task Prioritization		✓	✓
<b>Technical Support</b>			
Emergency Support (24 X 7 X 365)	✓ 3 hr response	✓ 1 hr response	✓ 15 min response
User Questions	✓	✓	✓
Design Review	✓	✓	✓
Developer Support	\$	✓ t	✓ t
Hardware, Network and Security Support	\$	✓ t	✓ t
Architecture and Best Practice Guidance		✓ t	✓ t
<b>Training and Documentation</b>			
Design Training	✓	✓	✓
User Training	✓	✓	✓
Configuration and Developer Training Group Courses	\$	✓ t	✓ t
Administrator Training	\$	✓ t	✓ t
Administrator Documentation	✓	✓	✓

Subscription Service	GL Simple Standard	GL Simple Professional	GL Simple Enterprise
User Conference	✓	✓	✓
<b>Software Patches and Releases for Core Software</b>			
Software Releases	✓	✓	✓
Software Patches	✓	✓	✓
Software Release Installation	\$	✓ <sub>t</sub>	✓ <sub>t</sub>
Software Patch Installation	✓	✓	✓
<b>Warranty and Enhancements</b>			
Lifetime Defect Correction	✓	✓	✓
Configuration and Customization	\$	✓ <sub>t</sub>	✓ <sub>t</sub>
<b>Data Center and Security</b>			
Compliance Audit (PCI, NIST, HIPAA)	✓	✓	✓
Site Setup	✓	✓	✓
Hosting	✓	✓	✓
Server Move	\$	✓ <sub>t</sub>	✓ <sub>t</sub>
Configuration Management (Tiered Environments: Dev, Sys, UAT and Prod)	✓	✓	✓
Background Checks	\$	✓ <sub>t</sub>	✓ <sub>t</sub>
On-Premise Hosting Option		✓ <sub>t</sub>	✓ <sub>t</sub>
Security Assessment		✓ <sub>t</sub>	✓ <sub>t</sub>
Custom Network Isolation and Management		✓ <sub>t</sub>	✓ <sub>t</sub>
Multi-Factor Authentication			✓
Uptime Guarantee		95%	99.9%
<b>Disaster Recovery</b>			
Data Export Service	\$	✓ <sub>t</sub>	✓ <sub>t</sub>
Site Health Dashboard		✓	✓
Hardware Redundancy		✓	✓
Automated Job and Interface Monitoring/Response			✓

Subscription Service	GL Simple Standard	GL Simple Professional	GL Simple Enterprise
Automated Site Monitoring/Response			✓
Disaster Plan Testing			✓
Backups	7 days	14 days	3 months
Disaster Recovery	within 14 days	within 3 days	within 1 hour
<b>Mobile Inspections</b>			
Mobile Inspection Service – per device	\$	\$	\$
Mobile Inspection Form Development		✓ <sub>t</sub>	✓ <sub>t</sub>
Mobile Inspection Dispatch Service		✓ <sub>t</sub>	✓ <sub>t</sub>
On-Premise Mobile Dispatch and Synchronization DB		✓ <sub>t</sub>	✓ <sub>t</sub>
<b>Business Intelligence</b>			
Power BI - Visual and interactive reports and dashboards for business analytics	\$	✓ <sub>t</sub>	✓ <sub>t</sub>
<b>Self-Service Administration (by Licensee)</b>			
User Security Administration	✓	✓	✓
Ticket and Project Tracking Portal	✓	✓	✓
Automated Task and Project Promotion Between Environments	✓	✓	✓
Business Rule Configuration	✓	✓	✓
Output Modification	✓	✓	✓
Access your data using alternative tools (e.g. SQL Server Management Studio)			✓
Power BI Professional license for authoring and publishing			✓

- The columns to the right of the service determine whether the service is offered to the GL Simple subscription tier.
- Services with a "\$" mark are available to the tier through escalated Tasks and/or Projects only.
- Services with a check mark without the symbol "t" are provided are provided without limitation.
- Services noted with the symbol "t" utilize a Task or Project.

- Services without any mark for the tier are not available to that tier.

## Description of Services

1. **Help Desk Support** – Company responds to Subscriber end-user email and phone calls for process or application support. The help desk is staffed by Company' agency partner. Subscriber may call for support during Subscriber business hours. Company attempts to answer inbound calls as they occur. If the staff member is on another call or in a meeting, leave a message and Company will call back within a business day.
2. **24X 7 Emergency Support** - Company provides access to a technical representative, who can be reached 24 hours a day, seven days a week to resolve critical issues. Critical issues include:
  - Outages
  - Serious business interruptions
  - Defects with potential for significant risk or harm
3. **End-User Support** - Company provides end-user support including telephone support for user-level questions about how to use Software to perform the user's job function.
4. **Configuration Troubleshooting** - Subscriber may call and get support from Company when Subscriber's IT staff need help modifying the configuration of the software. Company will provide guidance, troubleshooting and examples on how to configure screens, fields, rules, reports and correspondence. Company' staff does not configure the software or make changes to the Subscriber's system with this service. They offer troubleshooting to the Subscriber employee.
5. **Developer-to-Developer Support** - Company provides access to Company software developers when Subscriber's IT staff need help with web site development, third-party application integration, custom GUIs, etc. Company staff offer suggested approaches to the types of work, technical documentation, etc. Company staff do not configure the software or make changes to the Subscriber's system with this service.
6. **Hardware, Network and Security Tips** - Company provides technical-level guidance to Subscriber's staff to assist with hardware and network and security specifications. Company will offer suggestions on redundancy, load balancing, firewall configuration, etc.
7. **Architecture and Best Practice Guidance** - Company will provide assistance to solve complex software design or architectural problems through access to Company' analysts.
8. **Online Remote Desktop Support** - Company provides Subscriber with the support services above through remote desktop software that allows Company to view and interact with Subscriber's desktop computer to troubleshoot problems and demonstrate functionality.
9. **Account Management** - Company will assign an Account Manager who monitors Subscriber's issues, coordinates regular service release installation, and tracks

Subscriber's business process cycles to help Subscriber prepare for renewals and other busy times. The Account Manager is available for periodic reviews on the status of open issues and future goals.

10. Training and Documentation - Company provides Subscriber-specific training including online, instructor-led courses for new staff and refresher courses for existing staff focusing on the use of the software to perform specific business processes. The training utilizes training material developed during the installation. The training does not include the development of new training materials. Training is offered once per six months and focused on pre-existing courses, not novel, custom topics.
11. Software Patches and Releases to Proprietary System Source Code - Company provides access to core software patches on Company' web site, along with documentation on changes and installation instructions (requires an Upgrade Subscription). Core software refers to the base, pre-configured/customized software application only.
12. New Software Versions of Proprietary GLSuite Software - Company provides access to new versions of the Software on Company' web site, along with documentation on changes, enhancements and installation instructions.
13. Installation of New Software Versions Proprietary GLSuite Software - Company provides remote installation services for new versions of GL Suite at an hourly rate.
14. Core Software Patches to Proprietary Source Code - Company provides access to core software patches on Company' web site, along with documentation on changes and installation instructions. Core software refers to the base, pre-configured/customized software application only.
15. Installation of Core Software Patches - Company provides remote installation services for core software patches of the Software.
16. Customization, Enhancement and Corrections - Modifications and enhancements may be made to the configured software by Subscriber staff. A modification includes any change that causes the software to perform differently than a Subscriber accepted specification. Company provides support and correction for defects where the functionality does not perform to the specification and was not altered by Subscriber staff.

## Cloud Services

GL Simple subscriptions include use of the SaaS platform as a service. Company hosts the application in the Microsoft Azure commercial cloud.

Company shall maintain sufficient hardware capacity to satisfy the technical requirements and the bandwidth and required storage capacity required to meet the Contract.

Company shall be responsible for all telecommunication connections from the server hosting the SaaS Platform to the Internet.

Company may collect user-specific data only as necessary to provide services authorized under the Contract. No information regarding Subscriber or any SaaS Platform user shall be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall extend beyond the term of the Contract.

The SaaS Platform will be available to Subscriber twenty-four (24) hours a day, seven (7) days a week ("Uptime") less Excusable Downtime for at least the percentage of time indicated for the "Uptime Guarantee" corresponding to Subscriber's GL Simple subscription tier in the GL Simple Service Table.

For the purposes of this Contract, "Excusable Downtime" is defined as that period of time when the Subscription Services are not available to Subscriber due to scheduled network, hardware or service maintenance and/or upgrades. Except in cases of emergency, Subscriber shall be provided a two (2) business day advance notification of such maintenance and/or upgrade. In cases of emergency, Company will use its best efforts to notify Subscriber of a planned Downtime as soon as practicable. Maintenance or upgrades shall not occur Monday through Friday, between the hours of 6:00 a.m. and 8:00 p.m. Eastern Time. Excusable Downtime shall not include (i) an electronic hardware failure, (ii) a failure in the SaaS Platform, (iii) an electric utility failure at a Company's owned or leased facility where the SaaS Platform is hosted, or (iv) a network failure up to, but not including, the interconnection point of Company's network to the public switched telephone network.

Company shall take reasonable efforts to notify Subscriber at least thirty (30) days prior to of any planned change(s) or update(s) to the SaaS Platform; its functionality; content storage/ backup/disaster recovery, including physical location; security architecture, features or settings; termination and transition assistances and/or replacement of any Company subcontractor. The planned changes or updates include any change(s) that would potentially impact the secure and efficient use of the SaaS Platform, as understood and agreed to between Company and Subscriber.

Company shall provide a secure environment and any hardware and SaaS platform, including servers, network and data components provided by Company as part of its performance under this Contract. Company shall provide good faith efforts to meet applicable NIST 800-53 and SOC II standards to prevent unauthorized access to and use or modification of, and to protect, the SaaS Platform and Subscriber data. Company agrees that all data entered by Subscriber in the SaaS Platform is intended solely for the business of Subscriber and is considered private Subscriber data.

Company shall implement user identification and access controls designed to limit access to users in accordance with the principles of least privilege.

Company shall ensure that all personnel with physical or logical access to the SaaS platform will receive industry standard annual security awareness training.

Company shall ensure that the SaaS Platform is capable of auditing the following events: Successful and unsuccessful account logon events, account management events, object access, policy change, privilege functions, process tracking, and system events, all administrator activity, authentication checks, authorization checks, data deletions, data access, data changes, and permission changes.

Company shall ensure that the SaaS Platform employs automated mechanisms to centrally review, analyze and correlate audit and log records from multiple components of the SaaS Platform to support organizational processes for investigation, alerting and response to suspicious activities.

Company shall ensure that the SaaS Platform supports exporting of log files to the Subscriber for review and analysis.

Company shall provide evidence of a comprehensive continuous monitoring program encompassing all systems with access to Subscriber data.

Company shall ensure that all changes to proposed SaaS Platform or Hosting services are authorized according to change management policies.

Company shall provide and maintain a backup of SaaS Platform and Subscriber data that can be recovered in an orderly and timely manner within a predefined frequency consistent with recovery time and recovery point objectives, as specified in the GL Simple Service table. Company shall store a backup of Content, at least daily, in an off-site "hardened" facility, located within the continental United States, maintaining the security of the SaaS Platform and Subscriber data.

Company shall implement a contingency plan designed to maintain the access to the SaaS Platform and to prevent the unintended destruction or loss of Content. This plan should provide a predefined frequency, consistent with recovery time and recovery point objectives for disaster recovery and archival purposes of SaaS Platform at a secure facility located within the continental United States.

Company shall maintain an incident response program that implements incident handling for security incidents that includes preparation, detection and analysis, containment, eradication, and recovery processes. Incident response must have the capability to support automated mechanisms for supporting incident handling processes.

Company shall perform quarterly scans using an Intrusion Detection System (IDS) and Intrusion Prevention System (IPS).



Company shall support physical security measures, including securing SaaS Platform on a secure server, in locked data cabinets within a secure facility located within the continental United States.

Company shall ensure that access to facilities housing SaaS Platform are restricted to only allow access to Company's personnel and agents who have a need to know in connection with operation and support of the SaaS Platform.

Company shall ensure that the SaaS Platform, operating systems, middleware, applications, and interfaces will be scanned for vulnerabilities every 30 days.

Company shall conduct monthly vulnerability scans against all public-facing interfaces with access to the SaaS Platform.

Company shall ensure that SaaS Platform is stored, processed and maintained within the continental United States at all times.

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

Company shall ensure performance of a security audit at least once annually of the SaaS Platform.

Company shall ensure that external connections incorporated into the SaaS Platform have appropriate security controls including industry standard intrusion detection and countermeasures that will detect and terminate any unauthorized activity prior to entering the firewall maintained by Company.

Company shall ensure that the SaaS Platform will utilize industry standard firewalls regulating all data entering the internal data network from any external source which will enforce secure connections between internal and external systems and will permit only authorized data to pass through.

Company shall ensure that the SaaS Platform will use industry standard encryption techniques to protect Content that is transmitted or stored on behalf of the Subscriber.

Company shall utilize industry standard malware protection, incorporating both signature and non-signature-based detection mechanisms, on all systems with access to SaaS Platform. Company shall ensure that malware protection will be centrally managed and receive regular automatic updates to malicious code protection mechanisms and data files from the SaaS platform vendor.

## GL Suite SaaS Platform License Limitations

**Allowed Use.** Subscriber may use the SaaS Platform to support customers, Subscribers, and other third parties for the purpose of providing these persons the ability to make payments, apply, renew subscriptions, verify requirements, report enforcement actions and related information and documents. Subscriber may connect third-party SaaS platform to the SaaS Platform through Company provided interfaces to support the use identified in this paragraph.

**Subscription Limitations.** The SaaS Platform subscription granted by this Contract is limited. Subscriber may not use, use, modify, or transfer the SaaS Platform, or any use, in whole or in part, except as expressly provided for in this Contract.

Company retains all rights, title and interest in and to all SaaS platform, documentation, derivative works and other intellectual property developed, designed, created or contributed by Company pursuant to this Contract, excluding Subscriber's domain name, and excluding the graphics and data supplied by Subscriber.

Subscriber may not rent, lease, loan, resell for profit, distribute, or network the SaaS Platform except as otherwise provided in this Contract.

Subscriber agrees not to disassemble, decompile, translate or convert into human readable form or into another computer language, reconstruct or decrypt, or reverse engineer, all or any part of the SaaS Platform to develop new SaaS platform with some or all of the functions of the SaaS Platform.

Subscriber shall not donate, distribute, subscription, sell or otherwise authorize the use or possession of modifications to any person other than Subscriber's employees.

**Work Product.** Any SaaS platform, reports, data structures, and other work product created as a consequence of GL Simple subscription service shall become the exclusive property of Company. Company subscriptions without additional charge Custom Programs to Subscriber. Subscription shall include all rights granted under the SaaS Platform Subscription and the additional rights to decompile and modify the SaaS platform, reports, data structures, and other work product created as a consequence of SaaS platform maintenance.

Subscriber agrees to allow access or use of the SaaS Platform only by employees of Subscriber or by contractors under a written Contract, which preserves Company's rights to the SaaS Platform and that prevents contractors from using, redistributing, disclosing or otherwise violating the rights of Company.

Subscriber agrees to maintain the confidentiality of the SaaS Platform including all concepts, documentation, methods, processes and ideas, and the structure, sequence, and organization, designs, data models, tables and set-ups, and interfaces embodied, or expressed therein (the "Program Concepts") and to use same only as expressly authorized in this Subscription. Subscriber shall not disclose, provide, or make the SaaS Platform or Program Concepts available in any form or medium to any person, in whole or in part, except on a confidential basis to such of Subscriber's employees and consultants who need to access the SaaS Platform to enable Subscriber to exercise its rights under this Subscription. Subscriber shall take reasonable steps to ensure that such employees and consultants will keep the SaaS Platform and Program Concepts confidential, and Subscriber shall be liable for any breach of this Contract by such employees or consultants.

## Implementation Services

To assist with the setup of the SaaS Platform, Company shall provide implementation services.

**Management Plan.** Within 30 days following contract execution and annually thereafter, Subscriber and Company shall Accept a Management Plan, which describes the project management methodology including scope, schedule, change, risk, deliverable review and communication management activities. The Management Plan may specify acceptance and review times as necessary to meet schedule objectives. The management plan shall become an amendment to this contract.

## Company's Duties.

Company shall provide the services identified in the Management Plan and those listed in this section during any accessation and for the term of any GL Simple subscription.

**Conversion.** Company will to transfer legacy data from delimited or fixed length ASCII text files or an ODBC compliant data source to the SaaS Platform. Transfer of data means the manipulation of data from a data source to the table structure utilized by SaaS Platform. Conversion Services does not include the identification or correction of data-entry or normalization errors present in legacy systems.

**Design.** Company shall gather business requirements from Subscriber and create designs and specifications that describe the SaaS Platform functional configuration that accomplishes the business requirements gathered. SaaS Platform may accomplish the functional outcomes of the Legacy System using alternate controls, steps and procedures, some of which may be faster or slower for users to execute in the SaaS Platform than in the legacy application.

**Development.** Company shall configure and program the SaaS Platform to operate in accordance to Accepted specifications.

**Testing.** Company shall perform unit and system tests to ensure the development conforms to the Accepted specifications.

**Training.** Company shall provide end user training on how to use the SaaS platform as described in Accepted specifications.

**Project Management.** Company shall perform project scope, schedule, change, conflict, risk, deliverable review, and communication management activities.

### Subscriber's Duties

**Business Requirements and Cooperation.** Subscriber shall provide the services identified in the Management Plan and those listed in this section for the term of any GL Simple subscription. Subscriber agrees that Company's performance is dependent upon Subscriber's timely and effective cooperation with Company. Accordingly, Subscriber acknowledges that any delay by Subscriber waives any requirement for Company's timely performance; waives Subscriber's rights to liquidated damages, if any; may cause delay in the first production use of the SaaS platform and subsequent delivery of a GL Simple subscription services. Performance by Subscriber of the provisions of this section shall be an essential element of this contract.

Subscriber shall allocate necessary staff resources including, but not limited to, provide detailed business requirement descriptions, review services, answer clarifying business requirement questions, perform UAT testing, and manage staff and process change within Subscriber's organization.

**Conversion.** Subscriber shall produce legacy data along with documentation that describes the legacy data structure, relationships, fields and tables in detail sufficient to enable Company to convert the data to a format utilized by SaaS Platform

**Subject Matter Expertise.** Subscriber shall provide all necessary staff required by Company to assist Company with the design. Staff shall possess subject matter expertise on Subscriber's operations and business requirements.

**Change Management.** Subscriber shall provide all executive and management necessary to manage change and redirect or redefine the use of resources, business process, budget allocations, or other modes of operation necessary to ensure an effective and smooth SaaS platform accessation.

**Design.** Subscriber shall allocate necessary staff resources to provide detailed business requirement descriptions, review services, and answer clarifying business requirement questions in accordance with the Management Plan.

**Communication Management.** An employee of Subscriber with direct supervisory authority over SaaS Platform users shall attend all project management status meetings throughout the project.

**Training.** Subscriber shall require training attendance and participation by SaaS Platform users. Subscriber shall provide one or more employees with responsibility for retraining users and providing personal direction to employees requiring additional assistance.

**UAT.** Subscriber shall conduct UAT testing exclusively by following written process instructions provided by Company and developed for each business process identified in the Goal and Scope Document. Subscriber shall allocate necessary staff resources to complete UAT exit criteria in the UAT Plan including testing all processes during the UAT period.

## GL Portal

**Project Management Tools.** Company and Subscriber agree to use GL Portal, an online, web-based project management system developed by Company to store project services, communicate schedules, provide Acceptance of specifications and other services, answer clarifications, report defects, and provide notifications.

Company will issue Subscriber a unique login and access to GL Portal for each person authorized by Subscriber.

Subscriber will authorize Company to grant GL Portal access only to Subscriber agents with authority to act on behalf of Subscriber.

Company shall utilize Microsoft Word, Excel, PowerPoint and Visio to develop written project documents.

Company shall provide project management forms for acceptance, deliverable review reporting defects, etc. No other project management SaaS platform or forms shall be used.

## Requirements

**Requirements Refinement.** SaaS Platform functionality required by this contract shall be clarified through a process of refinement. The refinement begins with the adoption of a Goal and Scope Document which describes the business processes, interfaces, outputs and legacy data sources required prior to production use of the SaaS platform. Subsequently to the first production use of the system, a Goal and Scope document shall be adopted for each GL Simple Project.

**Specification and Document Deliverable Review.** Company shall create specifications and other documentation, such as project management documents, training, and SaaS platform documentation, to support the Goal and Scope Document.

Company shall submit specifications and documentation to Subscriber for Acceptance using GL Portal. Company shall specify which contract requirements are met by the specification or documentation.

Subscriber shall review the specification or documentation to determine whether the document, if developed per the specification, fulfills the contract requirement specified by Company.

Subscriber shall respond to Company's request for approval by:

- Accepting the submitted specification or documentation within seven calendar days,
- Rejecting the specification or documentation within seven calendar days, or
- Not responding to the Acceptance request within seven calendar days. Not responding to the Acceptance request within seven calendar days constitutes Subscriber's Acceptance of the specification or documentation.

If the specification or documentation does not conform to the Contract, Subscriber shall notify Company using GL Portal and forms provided by Company specifying the specific contract exceptions which cause the specification or documentation to be unacceptable. All such deficiencies within the specification or documentation must be noted during Subscriber's initial review of the specification or documentation. Subscriber shall take all reasonable steps necessary to prevent repeated rejections resulting from newly found defects after the first rejection. Rounds of new rejections will always cause project delay and change requests.

Company shall correct the deficiencies and resubmit the specification or documentation within seven calendar days from the receipt of the rejection.

Subscriber shall have seven calendar days to re-inspect, test and reevaluate the resubmitted specification or documentation to determine whether deficiencies initially noted are corrected.

Additional cycles may be added until all deficiencies initially noted are corrected.

During any re-inspection by Subscriber, the Subscriber may not report any new deficiency not reported during the initial rejection of the specification or documentation.

Acceptance of a specification or documentation constitutes Acceptance that Company's development and implementation of the SaaS platform according to the specification or documentation satisfies Company's performance obligations with respect to the

corresponding contract requirement identified. Acceptance of a SaaS platform deliverable constitutes Acceptance that the SaaS Platform performs as specified.

**Delivery.** Delivery of a project artifact, deliverable or SaaS platform occurs upon any of the earliest of any of the following events:

- Delivery scheduled in a project plan, Goal and Scope Document, Management Plan, UAT Plan;
- Notification of delivery in GL Portal; or,
- Actual notification of delivery by email or phone.

**Acceptance.** Any the following conditions constitute acceptance ("Acceptance") of a project document, specification, SaaS platform, SaaS Platform, sub-deliverable or deliverable by Subscriber, in the form delivered by Company:

- Written acceptance by Subscriber;
- Production use of the SaaS Platform in a live environment; or
- Failure to test, inspect and report specific defects regarding the SaaS Platform or any contract deliverable within seven calendar days after delivery by Company to Subscriber.

**UAT Plan.** No later than 30 days prior to the planned commencement of User Acceptance Testing for the initial product usage of the SaaS Platform, Subscriber and Company shall adopt a UAT Plan, which describes the objective, measurable criteria for beginning and successfully exiting UAT. Successful performance of the UAT exit criteria constitutes Subscriber's direction to complete the migration and deliver the SaaS Platform to the production environment.

## Warranties

**SaaS Platform Warranties.** Company warrants that Company has the full power and authority to grant the rights granted Subscriber hereunder with respect to the SaaS Platform, and neither the subscription or use by Subscriber of the SaaS Platform, as permitted under this Subscription, will in any way constitute an infringement or other violation of any user right, patent, trade secret, trademark or any other intellectual property right of any third party.

In the event SaaS Platform requires updating due to Federal, State statutory or regulatory requirements affecting Subscriber, the Company's SaaS Platform development department shall give its highest priority to the implementation of such updates, but Company does not

warrant that all such updates will be completed, or that any updates will be completed by a certain time.

In the event that the SaaS Platform is, in the opinion of the Company, likely to or does become the subject of a claim for user right or other intellectual property rights infringement, Company may, at its option and expense, either (1) procure for Subscriber, the right under such third-party rights to use the SaaS Platform; or (2) replace or modify the SaaS Platform, or parts thereof, with other suitable and reasonable equivalent technology so that the SaaS Platform becomes non-infringing; or (3) if it is not commercially reasonable to take actions specified in (1) and (2) immediately preceding, terminate this Contract and refund all subscription fees to Subscriber.

**GL Simple Service Warranty.** During any GL Simple subscription, Company warrants that the SaaS Platform configuration will perform in material conformity with Accepted specifications. Company will cure all breaches of the foregoing warranty reported in GL Portal by Subscriber during a GL Simple subscription.

**Hosting Service Warranty.** Subscriber assumes total responsibility for Subscriber's use and users' use of the SaaS Platform. Subscriber understands and agrees further that the Internet is accessible by persons who may attempt to breach the security of Company and/or Subscriber's networks. Company has no control over and expressly disclaims any liability or responsibility whatsoever for such actions and Subscriber and Subscriber's end users access the service at Subscriber's own risk. Hosting Services provided by Company are provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, merchantability or fitness for a particular purpose. No advice or information given by Company, its affiliates or contractors or their respective employees, create a warranty. Some states do not allow the limitation of implied warranty, and therefore certain provisions may not apply to Subscribers located in those states.



**Warranty and Remedy Limitations.** EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, COMPANY MAKES NO OTHER WARRANTIES OF ANY KIND, AND EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE SUITABILITY OR THE CONDITION OF THE SOFTWARE, OR ITS FITNESS OR SAFETY FOR ANY PARTICULAR PURPOSE OR USE, OR AS TO ITS MERCHANTABILITY. COMPANY MAKES NO WARRANTY REGARDING THE USABILITY OR CONVERTIBILITY OF ANY OF LICENSEE'S DATA, THE SUITABILITY OF THE SOFTWARE FOR LICENSEE'S NEEDS, OR ANY PERFORMANCE PROBLEM, CLAIM OF INFRINGEMENT OR OTHER MATTER ATTRIBUTABLE TO ANY USE OR MODIFICATION OF THE SOFTWARE, OR COMBINATION OF THE SOFTWARE WITH ANY OTHER SOFTWARE OR COMPUTER PROGRAM OR COMMUNICATIONS DEVICE, NOT EXPRESSLY AUTHORIZED BY COMPANY IN WRITING. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL (INCLUDING LIABILITY IN TORT, STRICT OR OTHERWISE) DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE SOFTWARE, THE USE, MISUSE, LOSS OF USE OR SALE THEREOF OR THE DELAY OR FAILURE OF DELIVERY OF THE SOFTWARE OR FROM ANY OTHER CAUSE WHATSOEVER EVEN IF IT HAS BEEN ADVISED OF SUCH POSSIBILITY. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS CONTRACT SHALL APPLY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION, DEMAND OR ACTION BY LICENSEE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, NEGLIGENCE, TORT OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF THE SUCCESS OR EFFECT OF OTHER REMEDIES. IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY TO LICENSEE UNDER THIS CONTRACT FOR DAMAGES, COSTS, ATTORNEY'S FEES, EXPENSES OR INDEMNITY EXCEED THE TOTAL FEES PAID BY LICENSEE IN THE LAST TWELVE MONTHS TO COMPANY HEREUNDER. LICENSEE HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE THIS CONTRACT TO FAIL OF ITS ESSENTIAL PURPOSE.

# Pricing Addendum

## GL Simple Plan – Trial

Support Plan.....	Units.....	Cost Per Unit
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Legacy conversion fee.....	1.....	\$22,812.24
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GL Simple

Professional (08/20/2025 – 02/19/2026).....	1(46 users) .....	\$118,152.15
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Professional (02/20/2026 – 08/19/2026).....	1(46 users) .....	\$118,152.15
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## GL Simple Plan

Support Plan.....	Units.....	Cost Per Unit
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GL Simple

Standard .....	per user per year .....	\$2,651.43
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Professional.....	per user per year .....	\$5,137.05
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Enterprise .....	per user per year .....	\$8,948.19
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## Optional

GL Simple Project Escalation Fee

Standard .....	per project.....	\$11,922.81
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Professional.....	per project.....	\$7,451.40
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Enterprise .....	per project.....	\$7,451.40
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GL Simple Task Escalation Fee

Standard .....	per task.....	\$1,191.74
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Professional.....	per task.....	\$1,191.74
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Enterprise .....	per task.....	\$821.63
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