



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

State of West Virginia
Contract

Order Date: 05-13-2026

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 0703 0703 BUD2600000001 1	Procurement Folder:	1954539
Document Name:	WV Executive Budget Books Automation Software System	Reason for Modification:	AWARD FOR CSSD BUD26*01
Document Description:	WV Executive Budget Books Automation Software System		
Procurement Type:	Central Sole Source		
Buyer Name:	Brandon L Barr		
Telephone:	304-558-2652		
Email:	brandon.l.barr@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2026-04-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2027-03-31

VENDOR		DEPARTMENT CONTACT	
Vendor Customer Code:	VS0000018765	Requestor Name:	Heather L Greenfield
VERTOSOFT LLC 1602 VILLAGE MARKET BLVD SE STE 320 LEESBURG VA 20175 US		Requestor Phone:	(304) 558-0040
Vendor Contact Phone:	703-568-4703 Extension:	Requestor Email:	heather.l.greenfield@wv.gov
Discount Details:		<div style="font-size: 48px; font-weight: bold; margin: 0;">2026</div> <div style="font-weight: bold; margin: 5px 0;">FILE LOCATION _____</div>	
	Discount Allowed Discount Percentage Discount Days		
#1	No 0.0000 0		
#2	Not Entered		
#3	Not Entered		
#4	Not Entered		

INVOICE TO	SHIP TO
STATE BUDGET OFFICE BLDG 1 RM W310 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	STATE BUDGET OFFICE BLDG 1 RM W310 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

CR 5-14-26

Total Order Amount:	\$63,000.00
----------------------------	-------------

Purchasing Division's File Copy

Bob

5/13/2026

PURCHASING DIVISION AUTHORIZATION DATE: <i>5/14/2026</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM <i>John S. Gray</i> DATE: <i>5/14/2026</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION <i>Cody Row</i> DATE: <i>5-14-26</i> ELECTRONIC SIGNATURE ON FILE
--	--	---

5/14/2026

Extended Description:

The vendor, Vertosoft, agrees to enter into this contract with the agency, The West Virginia State Budget Office, for a WV Executive Budget Books Automation Software System, per the Vendor's quote dated 04/10/2026, terms and conditions, all incorporated herein by reference and made apart hereof.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	43231500	0.00000		0.000000	\$63,000.00
Service From	Service To	Manufacturer	Model No		
2026-04-01	2027-03-31				

Commodity Line Description: Maintenance/Support - WK-S-BREN2

Extended Description:

Maintenance Support Warranty/Hosting - Year 1

WV-96
1/1/2019

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

State Agency, Board, or Commission (the "State"): WV State Budget Office

Vendor: Vertosoft LLC

Contract/Lease Number ("Contract"): CSSD BUD26*01/ CCT BUD26*01

Commodity/Service: WV Executive Budget Books Automation Software System

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

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

WV-96
1/1/2019

- 12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
- 13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State’s prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
- 14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
- 15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor’s benefit is deleted.
- 16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
- 17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
- 18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act (“FOIA”) (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State’s sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
- 19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software’s terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
- 20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

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

State: West Virginia

Vendor: Vertosoft LLC

By: [Signature]

By: [Signature]

Printed Name: Heather Greenfield

Printed Name: Jay Colavita

Title: Budget Analyst 3

Title: President

Date: 4-16-2026

Date: 4/16/2026



GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

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

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

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

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

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

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

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

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

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

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

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of One Year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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

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

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

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

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

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

Other: Contract Term specified in _____

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

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

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

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

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

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

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

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute 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: \$1,000,000.00 per occurrence.

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

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

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

Cyber Liability Insurance in an amount of: _____ per occurrence.

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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

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

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

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

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

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

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

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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

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

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

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

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

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

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

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

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

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

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

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

(Printed Name and Title) Hollie Kapos, VP Legal & Contracts

(Address) 1602 Village Market Blvd, Suite 320, Leesburg, VA 20175

(Phone Number) / (Fax Number) 571 707-4130 / 571-291-4119

(email address) hollie.kapos@vertosoft.com

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

Signed by: Vertosoft LLC

(Company)

Signed by:

H. Jay Colavita

(Signature of Authorized Representative)

Jay Colavita, President

5/8/2026

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

571 707-4130 / 571-291-4119

(Phone Number) (Fax Number)

jay@vertosoft.com

(Email Address)





Direct Award Posting: Agency Request and Public Notice Form (WV-65)

Purchases Exceeding Agency's Delegated Spending Threshold

Public Notice Instructions:

Statutory Authority: Pursuant to W. Va. Code § 5A-3-10c, a state agency may award a contract directly to a vendor without competitive bidding if certain requirements are met, including requesting the direct award in writing to the Purchasing Division and proving through adequate justification that the direct award is in the best interest of the state of West Virginia. If approved by the Purchasing Director, the Purchasing Division must advertise its intent to make a direct award to the vendor community for a period of no less than 10 business days.

Vendor Interest: Any vendor who can provide the commodity or service specified in the description below that would like the opportunity to bid must submit their interest and supporting documentation to the buyer identified in the solicitation prior to the deadline published in the advertisement. If the claim is deemed to be valid by the Purchasing Division, the intent to make a direct award will be null and void and a competitive bid prepared.

Department/Agency Request Information:

Requesting Department/Agency: State Budget Office
Procurement Officer: Heather Greenfield
Date of Request: 4-10-2026
Name of Proposed Vendor: Vertosoft, LLC

Description of Commodity or Service for Which a Direct Award Will be Made *(Explain in complete detail so that anyone viewing this document will understand the need):*

WV Executive Budget Books automation software the State Budget Office is currently using to prepare and publish the Governor's Executive Budget Documents.

If requesting software as a direct award, is this software considered software as a service?

- Yes
 No

Explain why the direct award is in the best interest of the state. *(Attach supporting documentation, if possible)*

This is a contract just for the licensing and hosting of the Executive Budget automation software that the State Budget Office is already using. No other vendor would be willing/able to replace the existing system without a detrimental effect to the SBO's budget and operations.



Direct Award Posting: Agency Request and Public Notice Form (WV-65), Page 2
Purchases Exceeding Agency's Delegated Spending Threshold

Basis for Direct Award: (Please SELECT ONE of the following two options and provide details and/or documentation sufficient to confirm the basis. Any form without a sufficient written justification or supporting documentation will be rejected.)

Competition is not available from any other source. (Describe in detail below how the agency attempted to identify other sources)

No other source would be willing or able to replace the existing source without a detrimental effect on the spending unit. (Describe in detail the detrimental effect to the agency)

Please see attached.

The following information is required to process the direct award request. (Failure to address the following will result in denial of the request.)

A. The time period by which delivery must be made or performance must occur:

Please see attached.

B. The price that will be paid for the commodity or service (include vendor quote):

Vendor quote provided (attached)

C. Any limitations that a competing vendor would need to satisfy:

Please see attached.

Attestation: By signing and submitting this form, the Procurement Officer attests to his/her support of the Direct Award request and the accuracy of the supporting information provided herein

Agency Procurement Officer Signature

4/10/26

Date

For Purchasing Division Use Only:

Request to Advertise Direct Award Denied

Request to Advertise Direct Award Approved

Purchasing Division Buyer Signature

Date

4/13/26

3. Basis for Direct Award.

No other source:

The State Budget Office is currently using Workiva to publish the Executive Budget Documents. The time it would take to create a solicitation, rebid, change the vendors, reimplement a new database and standardized procedures would jeopardize the documents being completed by the statutory deadline. The cost of another implementation alone would far exceed the annual renewal price (based upon prior bids received for our first contract and other research online) and is more than what the agency can spend due to budget cuts. The way the current software is set up, the agency has full administrative/owner access to the workspace and isn't reliant on the vendor for creating new documents, manipulating data, and most troubleshooting which has increased our efficiency and timeliness, and has saved money in agency overtime. No other vendor in the original solicitation was willing to allow the agency ownership of the configuration, which would add red tape, delay while waiting for customer service, and possible additional costs depending on the vendor.

4. Other information required for Direct Award Posting

A. Since this is a renewal for licensing and hosting fees for the current software, delivery must be made immediately.

C. Any limitations that a competing vendor would need to satisfy:

The vendor would need to offer the same exact functions that Vertosoft (W-desk, W-data) currently offers the State Budget Office to produce, automate, and publish the Governor's Executive Budget Books. A new vendor would have to integrate the existing enterprise readiness system into the software correctly, accounting for all chart of account elements and data, without charging for the implementation. The vendor would need to offer the State Budget Office the same level of access and autonomy to operate the software which consists of ownership of the configuration. The vendor would need prior experience implementing budget book software for state government with available references. The new vendor would need to have the software and any database setup no later than June 1st in order to begin the rollover process for next fiscal year. Even though this contract has expired, the Vendor is still allowing the State Budget Office access to the workspace so that our budget rollover process does not experience any delays.



1602 Village Market Blvd SE, Suite 320
 Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 4/10/2026, 9:22 AM

Phone: 571 707-4130
Fax: 571-291-4119
Email: workiva@vertosoft.com

Vertosoft Contact: Jack Sullivan
Phone:
Email: jack.sullivan@vertosoft.com

Workiva Quote for WV State Budget Office

Contract: Open Market

Quote #: Q-21428

Ship To
 Heather Greenfield

Quote For:
Name: Heather Greenfield
Company: State of West Virginia
Email: heather.l.greenfield@wv.gov
Phone: (304) 558-0040

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF
Net 30	Electronic	Check/ACH/Credit Card		

4/1/26 - 3/31/27

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
WK-S-BREN2	SLED Budget Reporting Advanced - \$500M-\$2B Total Budget	1.00	\$63,000.00	\$63,000.00
4/1/26 - 3/31/27 TOTAL:				\$63,000.00

4/1/27 - 3/31/28

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
WK-S-BREN2	SLED Budget Reporting Advanced - \$500M-\$2B Total Budget	1.00	\$66,150.00	\$66,150.00
4/1/27 - 3/31/28 TOTAL:				\$66,150.00

4/1/28 - 3/31/29

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
WK-S-BREN2	SLED Budget Reporting Advanced - \$500M-\$2B Total Budget	1.00	\$69,457.51	\$69,457.51
4/1/28 - 3/31/29 TOTAL:				\$69,457.51

Grand Total: \$198,607.51

Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at <https://www.vertosoft.com/terms-and-conditions-workiva>

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.



Data Hosting Location: | North America

NOTES:

Support: <https://www.workiva.com/premiumsupport>

Service Levels: <https://www.workiva.com/servicelevelcommitment>

Fees: Contract effective date will be the start of the Subscription Term. Partner will be invoiced upon this date and shall submit payment in accordance with the agreement. All subsequent invoices will be due on the anniversary date.

Fee Increases: Workiva may not increase the Subscription Fees under this Order during Partner's then current Subscription Term.

Account Administrator: To ensure secure End Client account management, End Client shall designate one (1) employee (the "Account Administrator") who will provide access to its assigned Users and facilitate communication with Workiva's support staff.

Notwithstanding anything contrary in the Terms and Conditions, the pricing set forth in this Order has been agreed upon based on the parties' understanding that Partner's right to terminate without cause in the Terms and Conditions (if any) WILL NOT be accompanied by the right to receive a refund, credit, or reimbursement of any pre-paid fees for Subscriptions, Subscription Services, or access to the Software. Accordingly, the parties agree that this paragraph shall control even if it is in conflict with any language in the terms of the Terms and Conditions, notwithstanding any agreed upon order of precedence where resolving conflicts between an Order and the Terms and Conditions, the Terms and Conditions would prevail.

ADDITIONAL TERMS:

DATA LOCATION

Data Hosting Location: Notwithstanding anything to the contrary in the Terms and Conditions, End Client Data will be hosted in the location specified in the Data Hosting Location in the Order Details section above. Workiva will not move End Client Data to a different Data Hosting Location unless mutually agreed in advance and in writing. Any changes to Data Hosting Location requested by End Client and mutually agreed in writing may incur fees. At the time of signing, data is hosted by Amazon Web Services and Google.

SUBSCRIPTION TERM

Non-Renewal: The parties agree that this Order will not automatically renew and will expire upon the end of the Subscription Term, at which time the End Client will no longer be able to access the Subscription set forth herein.

Any prepaid and unearned Fees associated with active Subscription Order(s) being replaced by this Order will be credited against the amounts set forth herein, and, if applicable, on an ongoing basis for future renewals of this Order. If Unlimited Reserve Hours were selected on an Order for Subscription that is superseded by this Order, such Unlimited Reserve Hours shall remain available to End Client and are not superseded.

WORKIVA SLED BUDGET REPORTING ADVANCED - OVER \$2B TOTAL BUDGET

The Budget Reporting Solution for governmental agencies, institutions of higher education, and non-profit organizations includes access to the SLED Budget Reporting Advanced workspace to enable the organization to streamline the creation of the following budget reports: Budget Books, CIP, Budget Bills, and Budget vs. Actuals, for organizations with total budget over \$2B.

This workspace includes Wdata and one (1) system connector for users involved in the budget reporting process and the ability to add such users on an as-needed basis. Total data storage of Wdata is limited to one hundred (100) gigabytes. Queries are limited to one hundred and twenty (120) terabytes processed per year.

ADDITIONAL TERM FOR SOLUTION PRODUCTS

TO THE EXTENT THE DESCRIPTION OF THIS SOFTWARE SUBSCRIPTION CONFLICTS WITH THE TERMS OF THE TERMS AND CONDITIONS, AND, NOTWITHSTANDING ANY ORDER OF PRECEDENCE THEREIN, THE PARTIES AGREE THAT THE DESCRIPTION IN THIS ORDER SHALL CONTROL. THIS DESCRIPTION AND THE TERMS OF THIS ORDER SHALL HAVE NO EFFECT ON ANY OTHER ACTIVE ORDER.

Access Rights

This Subscription Order provides access to the entity listed as End Client. For the avoidance of doubt, any User of any End Client-Affiliate can contribute to any given report, but reports can only be created for the benefit of the End Client. Users may include End Client's Affiliates, consultants, contractors, agents and third parties with which End Client transacts business. End Client shall, from time to time and upon Workiva's request, provide Workiva with reasonable assistance to enable Workiva to verify End Client's compliance with the terms of this Order; if the End Client is out of compliance with the terms herein, End Client will be responsible for any fees associated with remedying such noncompliance.

Heather Greenfield 5-7-26

Signed by:



Signed by:

H. Jay Colavita
B85871DC292A47C...

H. Jay Colavita

5/8/2026

ATTACHMENT 1

EXHIBIT C - MANUFACTURER COMMERCIAL TERMS AND CONDITIONS ADDENDUM

**Workiva End User Agreement
GSA Approved – October 8, 2025**

THIS WORKIVA END USER AGREEMENT (“**AGREEMENT**”) BETWEEN AGENCY AND WORKIVA COVERS AGENCY’S ACCESS AND USE OF THE SERVICES. AGENCY AGREES TO BE BOUND BY THIS AGREEMENT THROUGH (1) AGENCY’S EXPRESS AGREEMENT TO THE TERMS AND CONDITIONS SET FORTH HEREIN, OR (2) AGENCY’S USE OF THE SERVICES. IF YOU DO NOT HAVE AUTHORITY TO ENTER INTO THIS AGREEMENT OR YOU OR AGENCY DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, THEN DO NOT USE THE SERVICES.

1.0 Services

1.1 Subscription Services.

(a) **Usage Access.** Workiva will provide Agency with Usage Access pursuant to the terms of this Agreement. During the Subscription Term, subject to the terms of this Agreement, Workiva grants to Agency and its Users, a non-exclusive, non-transferable, worldwide right (and license only to the extent applicable to any downloadable software) to access, use, and display the Subscription Services. Agency and its Users may access and use the Subscription Services pursuant to a Subscription Order..

(b) **Users.** Agency may not allow Users to access the Subscription Services on a shared user basis, however, Agency may reassign different individuals on a reasonable basis. Agency is responsible for each of its Users’ acts and omissions and remains liable to Workiva for any User’s breach of this Agreement.

(c) **Updates; System Requirements.** Workiva may update features, functionality, software, or user types that Agency accesses pursuant to an active Order; provided that such updates will be at no cost to Agency and will not materially degrade existing features and functionality. Agency is solely responsible for providing, at its own expense, all network access to the Subscription Services, including, without limitation, acquiring, installing and maintaining all telecommunications equipment, hardware, software and other equipment as may be necessary to connect to, access and use the Subscription Services (“**Minimum System Requirements**”). The Minimum System Requirements are set forth in the Documentation.

(d) **Usage Restrictions.** Agency shall not directly or through a third party: (a) grant rights of access to the Subscription Services to anyone other than Users without Workiva’s prior written consent; (b) sell, resell, assign (except as set forth in Section 9.4 - Assignment), lease, rent, sublicense, or otherwise transfer or make available the rights granted to Agency under this Agreement for use by third parties, in whole or in part, without Workiva’s prior written consent; (c) reverse engineer, decompile, or disassemble any Subscription Services or otherwise attempt to discover the source code thereof; (d) attempt to disable or circumvent any security measures in place; (e) reproduce or copy the Subscription Services, in whole or in part; (f) modify, adapt, or create derivative works of the Subscription Services, in whole or in part, or permit any third party to do so; (g) delete, remove, modify, obscure, fail to reproduce, or in any way interfere with any proprietary, trade secret, or copyright notice appearing on or incorporated in the Subscription Services; (h) use the Subscription Services to store or transmit libelous or otherwise unlawful or tortious material or any material in violation of third party privacy rights; (i) interfere with or disrupt the integrity or performance of the Subscription Services or third party data contained therein; or (j) gain or attempt to gain unauthorized access to any portion of the Subscription Services (including any application programming interfaces in the Subscription Services), or its related systems or networks, for use in a manner that would exceed the scope granted under this Agreement, or facilitate any such unauthorized access for any third party. If any unauthorized access occurs, Agency shall promptly notify Workiva of the incident and shall reasonably cooperate in resolving the issue.

(e) **Order Compliance.** Workiva reserves the right to verify Agency compliance with the scope and terms of a Subscription Order. If Workiva determines that Agency is out of compliance with a Subscription Order, Workiva will provide written notice to Agency or its Authorized Provider regarding such non-compliance. Agency shall have thirty (30) days from receipt of such notice to cure such non-compliance. If Agency fails to cure its non-compliance within the thirty (30) day period, Workiva may: (1) suspend Agency’s Services, and/or (2) terminate the applicable Order(s).

2.1 **Professional Services.** If applicable, Workiva will provide Professional Services as set forth in the Statement of Work.

2.0 Security; Agency Data.

2.1 **Security and Data Privacy.** Workiva shall maintain appropriate administrative, physical, and technical safeguards to protect the security, confidentiality and integrity of Agency Data, as described in Workiva’s security standards set forth in Exhibit A

(Security Standards). To the extent Agency Data includes Personal Data, Workiva represents and warrants to only process such data pursuant to Agency's requests or as set forth in Exhibit B (Data Processing Agreement or DPA).

2.2 Agency Data; Responsibilities. Except as otherwise provided in this Agreement (or instructed by Agency), Workiva shall only process Agency Data to provide the Services. Workiva will neither have the responsibility to review, nor any liability as to the accuracy or integrity of, any information or content posted by Agency or its Users. Agency is responsible for any consents or government authorizations necessary for the collection, use and disclosure of all Agency Data in its use of the Subscription Services.

2.3 Usage Data. Notwithstanding anything contrary in this Agreement, Workiva may collect, store and use the Usage Data. Workiva may use Usage Data for diagnostic and corrective purposes, to improve and develop the Services and Workiva's other offerings, and to operate Workiva's business. Subject to Section 4 (Confidentiality), Workiva may share Usage Data with third parties to the extent it is aggregated and anonymized such that Agency and its Users cannot be identified. Workiva will be the owner of any intellectual property generated through Workiva's use of such Usage Data. Workiva may utilize the services of third party service providers to collect, store and use such Usage Data, and Workiva shall be responsible for such third party service providers' compliance with this Agreement as they relate to the collection, storage and use of Usage Data on behalf of Workiva.

3.0 Term; Termination.

3.1 Term

(a) **Agreement Term.** The Agreement begins on the date Agency enters into an agreement and a Subscription Order with an Authorized Provider that references this Agreement and shall continue until all Orders associated with the Agreement have expired or have otherwise been terminated (the "**Agreement Term**").

(b) **Subscription Term.** The Subscription Services will begin on the start date (as defined in the Order) and remain in effect for the period specified therein (the "**Subscription Term**"). The parties may agree to renew the Subscription Services as set forth in an Order which will control in cases of conflict with this Section.

(c) **SOW Term.** The period of performance for Professional Services will be as agreed upon in the SOW.

3.2 **Termination.** The provisions of this Agreement will continue in effect following termination of your subscription for the Services. Upon expiration or termination of a Subscription Order and/or the Agreement, Agency must stop using the applicable Subscription Services.

4.0 Confidentiality

4.1 Confidential Information. During the Agreement Term each party may disclose Confidential Information. Except as otherwise agreed in writing, each party agrees that: (a) all information communicated to it by the other in connection with this Agreement and identified as confidential, (b) any information exchanged between the parties in connection with Agency's purchase of any additional Services (including information related to future business relationships or Services not currently addressed under this Agreement, such as requests for proposals, bids, correspondence, negotiations, and discussions), (c) the terms of this Agreement, and (d) all information communicated to receiving party that a reasonable person would have understood to be confidential to the disclosing party, will be Confidential Information. Workiva Confidential Information includes the Services, development plans, and any security specifications, reports or assessments related to the Services, Workiva or its licensors and third parties. Agency Confidential Information includes Agency Data.

4.2 Standard of Care: Third Parties. Each party will use at least the same degree of care to safeguard the Confidential Information of the other party as it employs for its own information (or information of its Agencies) of a similar nature, and in any event, no less than reasonable care. Each party may disclose the other party's Confidential Information to employees, consultants, contractors, advisors and other third parties provided that such parties are subject to written confidentiality obligations at least as restrictive as those set forth in this Agreement (or other professional or fiduciary obligations of confidentiality), and have a need to know. Each party will be responsible for any improper disclosure of Confidential Information by such party's employees, agents, or contractors.

4.3 Restrictions. Neither party will (a) use, or make any copies of, the Confidential Information of the other party except to fulfill its rights and obligations under this Agreement, (b) acquire any right in or assert any lien against the Confidential Information of the other, or (c) sell, assign, lease, or otherwise commercially exploit the Confidential Information (or any derivative works thereof) of the other party. Neither party may withhold the Confidential Information of the other party or refuse for any reason (including due to the other party's actual or alleged breach of this Agreement) to promptly return to the other party its Confidential Information (including copies thereof) if requested to do so.

- 4.4 Return and Destruction. Upon expiration or termination of this Agreement and completion of a party's obligations under this Agreement, each party will return or destroy, as the other party may direct, the other party's Confidential Information. Workiva will fulfill the obligation to return Agency Data by providing one (1) User with access to the Subscription Services for a period not to exceed thirty (30) days solely to allow such User to download Agency Data in the file formats set forth in the Documentation (e.g., EDGAR, DOCX, CSV, Excel, PDF). Subject to the foregoing confidentiality obligations, either party may retain copies of the Confidential Information of the other party to the extent required to document its performance or for compliance with applicable laws or regulations.
- 4.5 Exclusions: Permitted Use. This Section 4 will not apply to any information that either party can demonstrate (a) was, at the time of disclosure to it, in the public domain, (b) after disclosure, is published or otherwise becomes part of the public domain through no fault of the receiving party, (c) was, at the time of disclosure, in the possession of the receiving party and was not the subject of a pre-existing confidentiality obligation, (d) was received after disclosure from a third party who had a lawful right to disclose such information (without corresponding confidentiality obligations), or (e) was independently developed by or for the receiving party without use of the Confidential Information of the disclosing party. In addition, a party will not be considered to have breached its obligations under this Section 4 for disclosing Confidential Information of the other party to the extent required to satisfy any legal requirement of a competent governmental or regulatory authority, provided that promptly upon receiving any such request, to the extent it is legally permissible, such party advises the other party prior to making such disclosure and provides a reasonable opportunity to the other party to object to such disclosure, take action to ensure confidential treatment of the Confidential Information, or (subject to applicable law) take such other action as it considers appropriate to protect the Confidential Information.
- 4.6 Unauthorized Access. Each party will: (a) notify the other party promptly of any material unauthorized possession, use, disclosure, or knowledge of the other party's Confidential Information that becomes known to such party, (b) promptly furnish to the other party details of the unauthorized possession, use, disclosure, or knowledge, or attempt thereof, and use reasonable efforts to assist the other party in investigating or preventing the recurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Confidential Information, (c) use reasonable efforts to cooperate with the other party in any litigation and investigation against third parties deemed necessary by the other party to protect its proprietary rights, and (d) promptly use reasonable efforts to prevent a recurrence of any such unauthorized possession, use, or knowledge of Confidential Information.

5.0 Ownership; Feedback.

- 5.1 Workiva Ownership. Workiva (or its licensors) retains all ownership of and title to, and all intellectual property rights in, the Services, and all software, equipment, processes, facilities, and materials utilized by or on behalf of Workiva to provide the same, including all patents, trademarks, copyrights, trade secrets, and other property or intellectual property rights. Agency acknowledges and agrees that Workiva (or its licensors) shall own all right, title and interest in and to any modifications, derivative works, expansions or improvements to the Services, without any other or subordinate right whatsoever being held by Agency. Agency shall acquire no rights therein other than those limited rights of use specifically conferred by this Agreement. All rights related to the Services that are not expressly granted to Agency under this Agreement are reserved by Workiva (or its licensors).
- 5.2 Agency Ownership. As between Workiva and Agency, Agency is, and will remain, the owner of all Agency Data. Workiva will only process Agency Data to provide the Services and in accordance with this Agreement or as otherwise permitted by Agency in writing. Workiva acquires no right, title, or interest from Agency or its Users to Agency Data, including any intellectual property rights therein. Any reports or documents generated through Agency's use of the Subscription Services in accordance with this Agreement will be owned by Agency. If such reports or documents include any pre-existing intellectual property owned by Workiva, Workiva hereby grants to Agency a worldwide, perpetual, nonexclusive, royalty-free license to copy, modify, create derivative works of and distribute, license and sublicense such pre-existing intellectual property to the extent made a part of Agency's reports or documents.
- 5.3 Feedback. If Agency or its Users provides Workiva with Feedback, Agency hereby grants Workiva a perpetual, irrevocable, royalty-free, fully paid-up, worldwide license to use such Feedback, and Workiva has the right, but not the obligation, to use such Feedback in any way without restriction or obligation to Agency. Workiva will be the exclusive owner of any modifications, enhancements, or derivative works of the Services resulting from Workiva's use of such Feedback.

6.0 Warranties; Disclaimers.

- 6.1 Mutual Representations and Warranties. Each party represents and warrants that: (a) it has, and throughout this Agreement Term, will retain, the full right, power, and authority to enter into this Agreement and perform its obligations hereunder, (b) the acceptance of this Agreement by its representative(s) has been duly authorized by all necessary corporate or

organizational action of such party, and (c) when executed and delivered by both parties, an Order incorporating this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable in accordance with its terms.

6.2 Workiva Representations and Warranties. Workiva warrants: (a) that the Subscription Services will perform materially in accordance with the Documentation and this Agreement, (b) to use commercially reasonable efforts to correct material defects that are reported by Agency or its Users, (c) the Services will be performed in a timely, professional, and workmanlike manner with a level of care, skill, practice, and judgment consistent with commercially reasonable industry standards and practices for similar services, using personnel with the requisite skill, experience, and qualifications, and will devote adequate resources to meet Workiva's obligations under this Agreement, (d) the Documentation will be reasonably updated so that it continues to describe the Subscription Services and Services in all material respects, and (e) to the best of its knowledge, the Subscription Services do not contain code whose purpose is to disrupt, damage, or interfere with Agency systems, software, or Agency Data. Agency acknowledges and agrees that in order to receive the benefit of the stated service levels in the Order, and in order to reserve rights under this Section 6.2, Agency must remain in compliance with the Minimum System Requirements.

6.3 Compliance with Laws.

- (a) Each party represents and warrants that it shall at all times comply with all applicable regulations and good business practices when performing its duties under this Agreement, and that it shall take no action nor make payment that may constitute a violation of the foregoing.
- (b) If either party takes an action that violates applicable anti-bribery, anti-corruption, or anti-slavery laws and all associated and/or successor legislation and regulation, the non-violating party may immediately terminate this Agreement in accordance with Section 3.2 (Termination) without any further obligation or liability hereunder.
- (c) Workiva's Services are of United States origin and thus cannot be accessed in countries or by Users that are subject to the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List (in either case, a "**Sanctions List**"). The parties agree to comply with all applicable export and import laws and regulations. Agency acknowledges that the Services may not be exported or re-exported to any countries on the Sanctions List. The Sanctions Lists are subject to change from time to time without notice and limitation. Workiva reserves the right and shall not be liable for blocking Users' access if they are located in any embargoed countries. In addition, Workiva may immediately suspend a User if Workiva discovers that such a User is subject to the Sanctions' Lists. Agency represents and warrants that Agency and any Agency director, officer, agent, employee, affiliate or other person associated with or acting on Agency's behalf or any of its affiliates or subsidiaries is not located in any such country or on any such list.
- (d) The Services are not designed to handle data or include services subject to International Traffic in Arms Regulations and agrees not to store, transmit, or introduce any such information into the Services. Agency agrees that Agency will not use the Services for any purposes prohibited by U.S. law, including terrorism, the development, design, manufacture, or production of missiles, or for development of nuclear, chemical, or biological weapons.

6.4 Agency Acknowledgments. As between the parties, Agency is solely responsible for obtaining all necessary rights and consents to enter Agency Data into the Subscription Services. Agency hereby represents and warrants that (a) Agency has sufficient rights to provide Agency Data to Workiva under this Agreement, and (b) Agency Data will not violate or infringe the rights of any third party. Agency further acknowledges that neither Workiva nor the Subscription Services is a primary system of record of Agency Data, and Agency shall regularly backup any files for which it intends as such. Subject to 7.2(b), if a malfunction in the Services is due to a problem with Agency hardware or software, Workiva will so inform Agency and it will be Agency's responsibility to obtain and pay for any required repairs or modifications.

6.5 DISCLAIMERS.

- (a) EXCEPT AS SPECIFICALLY SET FORTH IN THE AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, THE SUBSCRIPTION SERVICES AND SERVICES ARE PROVIDED "AS IS." WORKIVA, ITS LICENSORS, AND SERVICE PROVIDERS DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND WORKIVA EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES TO THE FULLEST EXTENT PERMITTED BY LAW.
- (b) Workiva does not warrant that the Subscription Services: (i) will be uninterrupted or error free; or (ii) will operate in combination with other hardware or software unless such hardware or software is Third Party Software or hardware or software expressly approved or recommended by Workiva.
- (c) Agency acknowledges and agrees that Workiva and its licensors are not responsible for: (i) the performance of Agency's or its Users' equipment, hardware, RPA, software, network, and internet connection; or (ii) delays, delivery failures, or other

loss or damage resulting from the transfer of data over communications networks and facilities which are not owned by Workiva or under its direct control, including Agency's or its Users' connection to the internet, and Agency acknowledges that the Subscription Services may be subject to limitations, delays, and other problems inherent in the use of such communications facilities.

7.0 Infringement Indemnification.

- 7.1 Workiva Indemnification. Workiva will: (a) defend Agency from and against any claim by a third party alleging that the Subscription Services, when used as authorized under this Agreement, infringes such third party's patents, copyrights, or trademarks, and (b) in relation to such claim, indemnify and hold harmless Agency from any actual and reasonable costs and expenses incurred in cooperating with Workiva's defense of the Claim and from any damages and costs awarded by a court or agreed to in settlement by Workiva (including reasonable attorneys' fees).
- 7.2 Agency Indemnification. Agency will: (a) defend Workiva from and against a claim by a third party alleging that any Agency Data infringes such third party's patents, copyrights, or trademarks, and (b) in relation to such claim, indemnify and hold harmless Workiva from any damages and costs awarded by a court or agreed to in settlement by Agency (including reasonable attorneys' fees).
- 7.3 Procedures for Indemnification. The indemnifying party's ("Indemnitor") obligations under Section 7.1 or 7.2 are expressly conditioned on the following: the party seeking indemnification ("Indemnitee") shall (a) promptly notify Indemnitor in writing of any such claim of which Indemnitee has actual knowledge (provided that failure to do so will only release Indemnitor from this obligation to the extent that such failure led to material prejudice), (b) in writing, grant Indemnitor sole control of the defense of any such claim and of all negotiations for its settlement or compromise, provided that no such settlement or compromise may impose any monetary or other obligations on Indemnitee, and (c) reasonably cooperate with Indemnitor to facilitate the settlement or defense of the claim.
- 7.4 Replacement. Should the Subscription Services become, or if in Workiva's opinion are likely to become, the subject of a claim of infringement of a patent, trade secret, trademark, or copyright, Workiva may (i) procure for Agency, at no additional cost to Agency, the right to continue to use the Subscription Services, (ii) replace or modify the Subscription Services, at no cost to Agency, to make it non-infringing, provided that the same function is performed by the replacement or modified Subscription Services, or (ii) if in Workiva's judgment the aforementioned "(i)" and "(ii)" are not commercially feasible, terminate this Agreement (or the applicable Order) and grant Agency a pro-rated refund of any advance Fees paid applicable to the remainder of the Subscription Term.
- 7.5 Combination. Workiva shall have no obligation under the foregoing with respect to: (i) the combination or use of the Subscription Services with any technology, software, hardware or services not provided by Workiva where the infringement would not have occurred but for such combination or use, unless there is no commercially reasonable non-infringing use of the Subscription Services without such use or combination, (ii) any claim that arises from Agency's non-compliance with Section 1.1(d) – Usage Restrictions, or (iii) any claim which would not have occurred but for Agency's modification.
- 7.6 Limitation. This Section 7 states the entire liability of Indemnitor with respect to third party infringement arising from the Services, Software, or Agency Data, or any parts thereof, and Indemnitor shall have no additional liability with respect to any alleged or proven infringement.

8.0 Disclaimer of Certain Damages and Limitation of Liability.

- 8.1 **DISCLAIMER OF CERTAIN DAMAGES.** EXCEPT AS SET FORTH IN THIS SECTION 8.0, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES IN CONNECTION WITH THE SERVICES, OR THE PERFORMANCE OR NONPERFORMANCE OF SERVICES OR ANY ORDER, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 8.2 **LIMIT ON LIABILITY.** EACH PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID OR PAYABLE BY AGENCY DURING THE TWELVE (12) MONTHS PRIOR TO SUCH CLAIM(S) FOR THE SPECIFIC SERVICE(S) GIVING RISE TO SUCH CLAIM(S), PROVIDED WORKIVA'S LIABILITY FOR ITS BREACH OF ITS OBLIGATIONS UNDER SECTION 4 (CONFIDENTIALITY), THE SECURITY STANDARDS, AND THE DPA SHALL BE LIMITED TO AN AMOUNT EQUAL TO TWO TIMES (2X) THE ACTUAL AMOUNT PAID OR PAYABLE BY AGENCY DURING THE TWELVE (12) MONTHS PRIOR TO SUCH CLAIM(S) FOR THE SPECIFIC SERVICE(S) GIVING RISE TO SUCH CLAIM(S). BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATIONS MAY NOT APPLY TO AGENCY. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL BE DEEMED TO IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF, OR RELATED TO, THIS

AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31. U.S.C. §§ 3729-3733.

- 8.3 **Exclusions to the Limitation on Liability.** The limitations in Sections 8.1 and 8.2 shall not apply to: (a) either party's indemnity obligations set forth in Section 7, (b) either party's gross negligence, fraud, criminal acts or willful misconduct, and (c) liability arising out of Agency's obligations under Section 1.1(d).

9.0 Miscellaneous.

- 9.1 **Notice.** Any notice or demand which is required to be given under this Agreement will be deemed to have been sufficiently given and received for all purposes when delivered by: (a) hand, (b) confirmed electronic transmission, (c) nationally recognized overnight courier, or (d) five (5) days after being sent by certified or registered mail, postage and charges prepaid, to the mailing address or e-mail address identified in the applicable Order, and to the attention of such other person(s) or officer(s) as either party may designate by written notice.
- 9.2 **Governing Law.** This Agreement shall be governed by and construed under the federal laws of the United States.
- 9.3 **US Government End Users.** The Services are deemed to be "commercial computer software" and "commercial computer software documentation" pursuant to FAR 12.212 and DFARS 227.7202. All US Government end users purchase and/or access the Services with only those rights set forth in this Agreement. Any provisions that are inconsistent with federal procurement regulations are not enforceable against the US Government.
- 9.4 **Assignment.** Neither party may assign this Agreement, or any of its interest herein, without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed; provided, however, that no such prior approval shall be required for an assignment in connection with (a) a sale of all or substantially all of a party's business related to the subject matter of this Agreement, (b) any merger, sale of a controlling interest, or other change of control of such party, or (c) a party's assignment of all or part of its obligations under this Agreement to an affiliate. In the event of assignment as mentioned in the previous sentence, the assigning party shall provide written notice as soon as is reasonably practicable. This Agreement applies to and binds the permitted successors and assigns of the parties.
- 9.5 **Force Majeure.** Neither party will be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises due to any reason beyond its reasonable control, including pandemics, earthquakes, floods, fires, acts of civil, governmental, regulatory, or military authority, terrorism, riots, or failures or delays in transportation or communications (each, a "Force Majeure Event"). The parties will promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of this Agreement.
- 9.6 **Injunctive Relief.** Each party acknowledges and agrees that a breach, including an anticipatory or threatened breach, by either party of its obligations under this Agreement may cause immediate and irreparable harm to the non-breaching party for which monetary damages may not constitute an adequate remedy. Accordingly, the breaching party acknowledges and agrees that the non-breaching party shall be entitled to seek injunctive relief for the breaching party's obligations herein, without the non-breaching party having to prove actual damages and without the posting of bond or other security. Such remedy shall not be deemed to be the exclusive remedy for the breaching party's breach of this Agreement, but shall be in addition to all other remedies available to the non-breaching party at law or in equity.
- 9.7 **Third Parties.** Based on the particular Services being provided, certain third party pass-through terms may be required to be accepted by Agency. Such third party terms will take precedence in cases of conflict with this Agreement. No other third party will be a beneficiary of this Agreement or be entitled to directly enforce the terms of this Agreement, unless otherwise explicitly set forth in a mutually executed Order. Workiva may subcontract provision of Services to its affiliates and to third parties provided that it will remain responsible for breaches of this Agreement caused by such third parties.
- 9.8 **Survival.** Without limiting the foregoing, the respective rights and obligations of the parties under Sections 4, 5, 6, 7, 9, and 10 of this Agreement will survive the expiration or termination of this Agreement regardless of when such termination becomes effective.
- 9.9 **Waiver.** Failure by either party to enforce any right under this Agreement will not waive that right.
- 9.10 **Severability.** If any portion of this Agreement is not enforceable, it will not affect any other terms.
- 9.11 **Order of Precedence.** The following order of precedence will be followed in resolving any inconsistencies between the terms of this Agreement and the terms of any Orders, exhibits, statements of work, or other documents: first, this Agreement, second, any terms contained in an Order; and third, the terms of any other documents referenced in any of the foregoing.

9.12 **General.** This Agreement is the complete agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous communications, understandings or agreements (whether written or oral). This Agreement will not be construed against either party as the purported drafter. With the exception of any terms or conditions that have been accepted or acknowledged (electronically or otherwise) by Agency or a User via Workiva's website or the Subscription Services, no changes in or additions to this Agreement will be recognized unless incorporated herein by amendment, or as mutually agreed in an Order, and signed by duly authorized representatives of both parties.

10.0 Definitions

- 10.1 **"Authorized Provider"** means Workiva or a Workiva Partner.
- 10.2 **"Confidential Information"** is information that relates to the disclosing party's or disclosing party's Agencies' business operations, financial condition, customers, products, services, or technical knowledge.
- 10.3 **"Documentation"** means the manuals, specifications, and other materials describing the functionality, features, and operating characteristics of the software, available at support.workiva.com, including any updates thereto.
- 10.4 **"Agency"** means the legal entity acquiring Usage Access upon acceptance of the Agreement.
- 10.5 **"Agency Data"** means any data or information uploaded, inputted or edited by Agency or its Users (or by Workiva at Agency's or a User's request) into the Subscription Services, including fonts, documents, RPA and other content.
- 10.6 **"Feedback"** means any comments, suggestions, or other feedback provided by Agency or its Users regarding the Services.
- 10.7 **"Fees"** means fees for Services as set forth in an Order.
- 10.8 **"Order"** refers to an ordering document for either Subscription Services or Professional Services entered into between Agency and an Authorized Provider.
- 10.9 **"Professional Services"** means setups, trainings, and other professional services provided by Workiva as set forth in an applicable SOW.
- 10.10 **"Services"** means Subscription Services and Professional Services, collectively.
- 10.11 **"Statement of Work"** or **"SOW"** means an ordering document for Professional Services entered into between Agency and an Authorized Provider.
- 10.12 **"Subscription Order"** means an ordering document for Subscription Services entered into between Agency and an Authorized Provider.
- 10.13 **"Subscription Services"** means subscription based access, exercisable through Agency's Users, to Workiva's cloud based software programs, which are made up of Workiva's proprietary software, incidental downloadable software created by Workiva, support, and applicable Third Party Software, as more adequately described in the applicable Subscription Order and the Documentation.
- 10.14 **"Third Party Software"** means software and services made part of the Subscription Services but authored by a third party, including, Google and Amazon Web Services.
- 10.15 **"Usage Access"** means Agency access to the Subscription Services.
- 10.16 **"Usage Data"** is any data (other than Agency Data) relating to or derived from the operation or Agency's usage of the Services.
- 10.17 **"Users"** means employees of Agency, Agency affiliates or third parties of Agency that are provided with (or that Workiva provides at Agency's request) user identifications and passwords to Agency's account. Users may include consultants, contractors, agents, and third parties with which Agency, or an Agency affiliate, transacts business.
- 10.18 **"Workiva"** means the Workiva entity named in an agreement entered into between Agency and an Authorized Provider and/or an Order.
- 10.19 **"Workiva Partner"** means a Workiva authorized reseller, distributor or systems integrator authorized by Workiva to sell the Services.

**EXHIBIT A
SECURITY STANDARDS**

1.0 Workiva Information Security Standards.

1.1 Workiva will maintain a comprehensive information security program ("**Workiva Security Program**") which includes administrative, technical and physical safeguards to protect Agency Data. Workiva safeguards are maintained to protect Agency Data based on commercially reasonable and industry standard resources available to Workiva and the type of the Agency Data. The Workiva Security Program is designed to:

- (a) Protect the availability, integrity and confidentiality of Agency Data;
- (b) Protect against any anticipated threats or hazards to the confidentiality, integrity, and availability of Agency Data;
- (c) Protect against any unlawful unauthorized access, unlawful use, disclosure, alteration, or destruction by Workiva of Agency Data; and
- (d) Protect against any accidental loss, destruction, or damage to Agency Data.

1.2 Workiva will also monitor, evaluate and modify the Workiva Security Program to ensure:

- (a) Use of industry standard technology pertinent to the protection of Agency Data;
- (b) Commercially reasonable updates to the Services, Subscription Services, Workiva Security Program or Workiva's systems, based on relevant changes in internal procedures for the protection of Agency Data, or as necessary to comply with applicable law; and
- (c) Workiva relevant internal changes to Workiva's technical environment including third parties, outsourcing arrangements, infrastructure and information systems.

2.0 Governance. Workiva will maintain a governance program which includes:

- 2.1 Compliance with the baseline of security controls for a Software as a Service (SaaS) Cloud Service Provider
- 2.2 Policies and procedures based on the NIST Cybersecurity Framework, ISO 27001:2022, and other industry standard frameworks;
- 2.3 Data classification;
- 2.4 Geo-location options for storage of Agency Data;
- 2.5 Risk management; and
- 2.6 Third party security risk management.

3.0 Access Controls. Workiva will maintain policies, procedures and logical controls designed to:

- 3.1 Limit access to Workiva facilities and systems where those systems are limited to authorized persons;
- 3.2 Limit Workiva employees' access to Agency Data by enforcing segregation of duties;
- 3.3 Protect from unauthorized access to Agency Data;
- 3.4 Remove or restrict Workiva employees' access to Agency Data in a timely manner when access thereto is no longer required to perform Services, or upon Agency request;
- 3.5 Require multi-factor authentication through Federated Service for Workiva access to Agency Data for the provision of Services; and.
- 3.6 Maintain a password policy within NIST guidelines (i.e., 12 character minimum with two factor authentication).

4.0 Human Resource Security. Workiva will maintain security and privacy policies and procedures for Human Resource including:

- 4.1 Performing pre-employment background screening commensurate with such employee's level of access to data, subject to applicable law;
- 4.2 Requiring all employees sign non-disclosure agreements;
- 4.3 Annual security and privacy role-based training (including requirements of the Workiva Security Program, the importance

of securing Agency Data, and how to diagnose phishing attacks); and

4.4 Promoting a culture of security awareness through periodic training, phishing assessments, blogs and programs which reward security best practices.

5.0 Physical and Environmental Security. Workiva will maintain controls that are designed to protect from unauthorized access and against environmental hazards, including:

5.1 Controlled access to Workiva facilities;

5.2 Inheritance of Physical and Environmental security controls from FedRAMP Moderate compliant Infrastructure as a Service (IaaS) and Platform as a Service (PaaS) CSPs.

5.3 Logging and monitoring of access and unauthorized access to Workiva facilities and systems;

5.4 Camera monitoring of Workiva facilities;

5.5 Temperature, fire protection, humidity monitoring of Workiva facilities; and

5.6 Uninterrupted power supplies to Workiva facilities to maintain normal working conditions in compliance with our Business Continuity Plan.

6.0 Secure Development Lifecycle. Workiva will maintain policies and procedures which will reasonably assure that development is done with commercially reasonable security practices including:

6.1 Secure development policies;

6.2 Secure development training;

6.3 Configuring systems and network devices in accordance with Workiva hardening guidelines;

6.4 Development with code review for releases using tools for Static Application Security Testing (SAST) and Dynamic Application Security Testing (DAST);

6.5 Vulnerability management and remediation within policy timelines;

6.6 Segregation of duties for development review and release management;

6.7 Vulnerability testing which includes OWASP Top 10, CWE and SANS Top 25; and

6.8 Workiva has and will maintain a formal change management program with segregation of duties.

7.0 Monitoring. Workiva will provide network, system and application monitoring including servers, disks and Security events for any potential problems designed to:

7.1 Review changes to systems and infrastructure;

7.2 Review changes which handle systems, authentication authorization and auditing;

7.3 Review privileged access to Workiva systems;

7.4 Review access to Workiva production environment including abnormal access; and

7.5 Engage third party vulnerability and penetration testing for Workiva systems environment on a regular basis with a report available for customers.

7.6 Participate in the FedRAMP Continuous Monitoring Program which includes monthly vulnerability scanning and remediation, annual third party assessments and penetration testing.

8.0 Encryption. Workiva will provide reasonable assurance of the protection of Agency Data through encryption algorithms within NIST guidelines, which includes:

8.1 Transmission encryption using a minimum of AES 128 with TLS 1.2;

8.2 Encryption at rest using AES 256; and

8.3 Full disk encryption on all hard drives with access to production data with at least AES 128.

9.0 Incident Response. Workiva will maintain an incident response policy with procedures to provide Agency with reasonable assurances that Workiva can respond to any type of security event or breach, and which includes:

9.1 Roles and responsibilities with a team and a dedicated leader which is tested annually;

- 9.2 Methods for investigation and escalation assessing the event to determine the risk the event poses including proper escalation;
- 9.3 Processes regarding internal communications, reporting and notification and external reporting and notification to customers without undue delay, and in any case, where feasible, notify within forty-eight (48) hours of Workiva's discovery of any incident involving the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Agency Data (to facilitate timely notification Agency must register and maintain an up-to-date email with notice to security@workiva.com; where no such email is provided, Agency acknowledges that the means of notification shall be at Workiva's reasonable discretion); Appropriate documentation of the event, incident and investigation of what was done and by whom with authorization for later analysis and possible legal action; and
- 9.4 Creation of appropriate documentation of the incident and performance of an investigation and audit for root cause analysis and remediation with authorization for later analysis and possible legal action, provided, however, Workiva's obligations in this Section 9.4 do not apply to incidents resulting from an act or omission of Agency, including, without limitation, a Agency's failure to maintain the security and confidentiality of User credentials.

10.0 Contingency Planning. Workiva will maintain policies and procedures for the response and or recovery of an emergency or other occurrence either natural or pandemic that could damage or affect systems, and the environment of customer data. Such procedures include:

- 10.1 Data resiliency through redundancy to recover data;
- 10.2 Regular data backups, including annual testing of the backup and restoration procedures;
- 10.3 Business Continuity and Disaster Recovery plan which is communicated and made available within an event to minimize the impact and or loss of vital resources;
- 10.4 Annual testing of the Business Continuity Plan and Disaster Recovery Plan (Executive Summary available to Agency upon request); and
- 10.5 Auditing of the Disaster Recovery test.

11.0 Audit and Testing.

- 11.1 So that Agency can verify Workiva's compliance with the DPA and these Security Standards, upon Agency's request, Workiva shall provide to Agency (at Workiva's expense) the following: (a) Cloud Security Alliance Consensus Assessments Initiative Questionnaire (CAIQ); (b) SOC 1 Type II; (c) SOC 2 Type II; (d) ISO/IEC 27001:2022: Certification; (e) Workiva Information Security Policies; and (f) Web Application Vulnerability Assessment and Penetration Testing of Workiva equivalent, non-production environment which includes: (i) network scanning; (ii) improper input handling (e.g., cross site scripting, SQL injections, XML injection, and cross site flashing); (iii) weak session management; (iv) insufficient authentication; (v) insufficient authorization; (vi) data validation flaws and data integrity; (vii) OWASP Top 10; and (viii) CWE/SANS Top 25 (collectively, the "Reports").
- 11.2 If the Reports provided are insufficient to demonstrate Workiva's compliance with the DPA or the Security Standards, at Agency's expense Workiva shall also provide written responses (on a confidential basis) to reasonable requests for information related to Workiva's processing or security of Agency Data, including responses to information security and audit questionnaires, no more than once in any twelve (12) month period.
- 11.3 If Agency reasonably demonstrates that the information provided pursuant to Sections 11.1 and 11.2 is insufficient to demonstrate compliance with the DPA or the Security Standards, subject to Section 11.4, Agency may perform at Agency's expense:
 - (a) An audit in relation to Workiva's processing and security of Agency Data (which may also be performed by Agency's third party auditor, subject to Workiva's reasonable approval) ("**Audit**"); or
 - (b) A penetration test of an equivalent, non-production environment ("**Pen Test**").
- 11.4 Following receipt by Workiva of a request arising out of 11.3(a) or 11.3(b), Workiva and Agency shall mutually agree in advance on details of such Audit or Pen Test, including the start date, scope and duration, as well as reasonable conditions designed to mitigate potential risks to confidentiality, security, or other potential disruption of the Service or Workiva's business. Audits, Pen Tests and any information arising therefrom are deemed Workiva's Confidential Information. If Agency discovers any actual or potential vulnerability in connection with a Pen Test, Agency must immediately disclose it to Workiva and shall not disclose it to any third-party except as expressly permitted under the Agreement. Agency shall immediately notify Workiva with information regarding any material noncompliance discovered during the course of an Audit. Agency acknowledges that Audits and Pen Tests will be performed at Agency's own expense, with thirty (30) days advance written

notice to Workiva, during normal business hours (unless otherwise mutually agreed upon in advance for Pen Tests), no more than once in any twelve (12) month period, subject to Workiva's reasonable security and confidentiality requirements, and solely to the extent the exercise of rights under Section 11.3 would not infringe Applicable Data Protection Laws.

12.0 Disposal. Workiva has policies and procedures to provide reasonable assurance to the appropriate disposal of Agency Data including:

12.1 Secure shredding of printed documents and Agency Data; and

12.2 Secure destruction of Agency Data with a certificate of destruction provided by Workiva.

13.0 Endpoint Devices. Workiva has policies, procedures and technical controls to protect endpoint devices including:

13.1 Malware protection with automated updates and centralized tracking and management, and regular updates and patches;

13.2 Full Disk Encryption (mitigating control as Agency Data is not stored on endpoint devices);

13.3 Regular updates and patching of the Subscription Services, Workiva's systems and browsers; and

13.4 No write to removable media (USB).

14.0 Malware and Patching. Throughout the Agreement Term and in accordance with standard industry practice, Workiva will:

14.1 Perform regular monitoring for security patches;

14.2 Apply patches in a timely manner after testing through change control; and

14.3 Regularly update systems and networks with new releases.

15.0 Shared Security Model. Agency acknowledges the security of the Subscription Services is a shared responsibility between Workiva and Agency. Technical security, as outlined in this Exhibit, is the responsibility of Workiva. It is the responsibility of Agency to (i) promptly report to Workiva any suspicious activities related to Agency's Subscription Services account (e.g., a user credential has been compromised), and (ii) appropriately configure User and role-based access controls, including scope and duration of User access, taking into account the nature of its Agency Data.

EXHIBIT B
DATA PROCESSING AGREEMENT

1.0 Purpose of the DPA. This DPA is intended to satisfy the requirement for an obligatory contract between Agency and Workiva with regard to Workiva's Processing of Agency Personal Data on behalf of customer in connection with Workiva's provision of Services under the Agreement and in accordance with the requirements of Applicable Data Protection Law. Each party shall comply with the obligations that apply to it under Applicable Data Protection Law.

2.0 Definitions. For the purpose of this DPA, these terms shall mean the following:

- 2.1 "Applicable Data Protection Law" shall mean the laws and regulations of the United States, the European Union, the European Economic Area ("EEA") and/or their member states, Switzerland, the United Kingdom, and/or Canada as applicable to the Processing of Agency Personal Data as set forth in **Attachment 1** of this DPA, including but not limited to, the General Data Protection Regulation (Regulation (EU) 2016/679) ("**GDPR**"), the GDPR as saved into United Kingdom law by virtue of Section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 and the United Kingdom Data Protection Act 2018 (collectively the "**UK GDPR**"), the Swiss Federal Act on Data Protection ("**FADP**"), and the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100-.199, as amended by the California Privacy Rights Act of 2020 ("**CCPA**").
- 2.2 "Authorized Personnel" means (a) Workiva employees and Workiva Affiliates' employees who have a need to know or otherwise access Agency Personal Data for the purposes of performing applicable Services; and (b) Workiva's contractors, agents, and auditors who have a need to know or otherwise access Agency Personal Data to enable Workiva to perform the Services.
- 2.3 "Controller" means the entity which determines the purposes and means of the Processing of Personal Data
- 2.4 "Agency Personal Data" means Personal Data that is Agency Data.
- 2.5 "Data Privacy Framework" or "DPF" means the EU-U.S. Data Privacy Framework ("**EU-U.S. DPF**"), the UK Extension to the EU-U.S. DPF ("**UK Extension**"), and the Swiss-U.S. Data Privacy Framework ("**Swiss-U.S. DPF**") as set forth by the U.S. Department of Commerce, as set out at: <https://www.dataprivacyframework.gov/>.
- 2.6 "Personal Data" means any data relating to an identified or identifiable natural person.
- 2.7 "Process" or "Processing" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 2.8 "Processor" means the entity which Processes Personal Data on behalf of the Controller.
- 2.9 "Personal Data Breach" means a breach of Workiva's security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Agency Personal Data transmitted, stored or otherwise Processed.
- 2.10 "Sell", "Share", and "Service Provider" shall have the same meaning as the terms are defined in the CCPA.
- 2.11 "Standard Contractual Clauses" or "SCCs" means the clauses for the transfer of Personal Data from the EEA to non-EEA countries that do not provide an adequate level of data protection approved by the European Commission Implementing Decision of 4 June 2021, as currently set out at: https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX:32021D0914.
- 2.12 "Sub-processor" means a Workiva Affiliate or authorized third party service provider engaged by Workiva in the provision of Services under the Agreement and Processes Agency Personal Data. Sub-processors include Workiva Affiliates: <https://www.workiva.com/legal/support-affiliates> and third party service providers: <https://www.workiva.com/legal/sub-processors>.
- 2.13 "Supervisory Authority" means any data protection authority defined under Applicable Data Protection Law.
- 2.14 "UK Data Transfer Addendum" means the international data transfer addendum to the Standard Contractual Clauses approved by the UK Information Commissioner's Office as set forth in **Attachment 2** of this DPA.

3.0 Processing of Agency Personal Data.

- 3.1 "Roles of the Parties. The parties acknowledge and agree that with regard to the Processing of Agency Personal Data under

the Agreement, Agency is a Controller or a Processor, Workiva is a Processor, and that Workiva or Workiva Affiliates will engage Sub-processors pursuant to Section 7 of this DPA.

- 3.2 Workiva as a Processor. As between the parties, all Agency Personal Data Processed by Workiva on behalf of Agency under the terms of the Agreement shall remain the property of Agency. During the Agreement Term, Workiva shall Process Agency Personal Data in accordance with Agency's written instructions and as permitted in the Agreement and this DPA. To the extent such Agency Personal Data is not so categorized on the applicable Order, SOW or otherwise in writing, Agency Personal Data and business purposes of processing are as set forth in Attachment 1 of this DPA. Agency Personal Data may be Processed by Workiva and its Sub-processors in the United States, the UK, the EEA or other locations around the world provided that the transfer of Agency Personal Data will comply with this DPA and Applicable Data Protection Law. If Workiva reasonably believes there is a conflict with any Applicable Data Protection Law and Agency's instructions, Workiva will immediately inform Agency and the parties shall cooperate in good faith to resolve the conflict and achieve the goals of such instruction. Where required under the relevant Applicable Data Protection Law, Workiva shall maintain a record of all Processing activities carried out on Agency Personal Data on behalf of Agency in accordance with Applicable Data Protection Law. Workiva's data privacy team can be contacted via email at privacy@workiva.com.
- 3.3 Data Subject Requests: DPIAs: Prior Consultations. Workiva shall provide reasonable and timely assistance to Agency (at Agency's expense) to enable Agency to respond to (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as permitted); and (ii) any other correspondence, enquiry or complaint received from a data subject, Supervisory Authority or other third party in connection with Workiva's Processing of the Agency Personal Data under the Agreement. If any such request, correspondence, enquiry or complaint is made directly to Workiva, Workiva shall promptly inform Agency by providing full details of the same unless otherwise prohibited. Workiva shall not rectify, erase, restrict, or respond to a data subject request itself, except that Agency authorizes Workiva to redirect the data subject request as necessary to allow Agency to respond directly. Workiva shall provide Agency with reasonable assistance (at Agency's expense) in support of a data protection impact assessment or prior consultation with any Supervisory Authority, solely in relation to Agency Personal Data, the Services and where the Agency would not otherwise have access to the relevant information.
- 3.4 Return or Deletion. Upon expiration or termination of the Agreement, at Agency's option, Workiva shall return or delete Agency Personal Data pursuant to Section 5.4 (Return and Destruction) of the Main Terms, except where Workiva is required to retain Agency Personal Data by applicable law. Until Agency Personal Data is returned or deleted, Workiva shall continue to comply with this DPA.
- 3.5 Agency Obligations. Agency shall ensure that its instructions comply with Applicable Data Protection Law. Agency is solely responsible for the accuracy, quality, and legality of (i) the Agency Personal Data provided to Workiva by or on behalf of Agency; (ii) how Agency acquired any such Agency Personal Data; and (iii) the instructions it provides to Workiva regarding the Processing of such Agency Personal Data. Agency represents and warrants that it has obtained all necessary consents and authorizations required under Applicable Data Protection Law to permit the Processing of Agency Personal Data and international transfer of Agency Personal Data (where applicable) from Agency to Workiva.

4.0 Transfer of Agency Personal Data.

- 4.1 Cross-Border Transfer. Workiva shall only transfer Agency Personal Data subject to the GDPR, UK GDPR, or FADP if it has taken necessary measures to ensure the transfer is in compliance with the Applicable Data Protection Laws and this DPA. Transfer mechanisms may include (without limitation) transferring such Agency Personal Data to a recipient: (a) in a country deemed by the European Commission, the UK Secretary of State or the UK GDPR, or the Swiss FADP as providing adequate protection for such Agency Personal Data, including a transfer pursuant to the (i) EU-US DPF and/or (ii) the UK Extension, (b) that has achieved binding corporate rules authorization in accordance with Applicable Data Protection Law, or (c) that has executed to the extent required the applicable standard contractual clauses adopted or approved by the European Commission, the UK Information Commissioner's Office ("**ICO**"), or the Swiss Federal Data Protection and Information Commissioner ("**FDPIC**").
- 4.2 Data Privacy Framework. Workiva Inc. (Workiva's US entity) is certified under the Data Privacy Framework and where applicable, Workiva shall transfer EEA or UK Agency Personal Data to the U.S. pursuant to the EU-U.S. DPF and the UK Extension. If the DPF is no longer a legally acceptable mechanism for the transfer of EEA or UK Agency Personal Data to the U.S., the parties agree that Workiva may transfer such Agency Personal Data to the U.S. pursuant to Section 4.3, 4.4 and/or 4.6 of this DPA.
- 4.3 EEA SCCs. To the extent applicable, the Standard Contractual Clauses shall apply only to Agency Personal Data subject to the GDPR that is transferred to a recipient in a country not recognized by the European Commission as providing an adequate level of protection for such Agency Personal Data. The parties agree that by executing this DPA they are also

executing the Standard Contractual Clauses together with the following additional terms:

- (a) **Applicability.** To the extent applicable, Module Two (Controller to Processor) of the Standard Contractual Clauses ("**Module Two SCCs**") shall apply where Agency and/or its Named Affiliate is a Controller and a data exporter of Agency Personal Data, and Workiva is a Processor and data importer of such Agency Personal Data. To the extent applicable, Module Three (Processor to Processor) of the Standard Contractual Clauses ("**Module Three SCCs**") shall apply where Agency and/or its Named Affiliate is a Processor and a data exporter of Agency Personal Data, and Workiva is a Processor and data importer of such Agency Personal Data. As used in this DPA, Standard Contractual Clauses or SCCs shall refer to Module Two SCCs and/or Module Three SCCs where appropriate.
 - (b) **Instructions.** This DPA and the Agreement are Agency's complete and final documented instructions at the time of signature of the Agreement or this DPA (as the case may be) for the Processing of Agency Personal Data. Any additional or alternate instructions must be agreed upon separately. For the purposes of Clause 8.1(a) of Module Two SCCs and Clause 8.1(b) Module Three SCCs, the following is deemed an instruction by the Agency to Process Agency Personal Data: (i) Processing in accordance with the Agreement and this DPA; (ii) Processing to comply with other reasonable documented instructions provided by Agency (e.g., via email) where such instructions are consistent with the terms of the Agreement and this DPA.
 - (c) **Sub-processors.** Pursuant to Clause 9 of the SCCs, Agency agrees that (i) Option 2: General Written Authorisation applies, (ii) Workiva's Sub-processors set forth in Section 7 of this DPA are authorized by Agency (or the relevant Controller), and (iii) Workiva may engage new Sub-processors as described in Section 7 of this DPA. The parties agree that sub-processing obligations pursuant to Clause 9(b) of the SCCs shall be carried out in accordance with GDPR Article 28 or applicable provisions of Applicable Data Protection Law. The parties agree that the copies of the Sub-processors agreements that must be provided pursuant to Clause 9(c) of the SCCs may have all commercial and confidential information, or clauses unrelated to the SCCs or the UK Data Transfer Addendum or their equivalent, redacted by Workiva beforehand; and, that such copies will be provided by Workiva, in a manner to be determined in its discretion, only upon written request by Agency.
 - (d) **Audits.** The parties agree that the audits described in Clause 8.9 of the SCCs shall be carried out in accordance with Section 10 of this DPA.
 - (e) **Certification of Deletion.** The parties agree that the certification of deletion of Agency Personal Data that is described in Clause 8.5 of the SCCs shall be provided by Workiva to Agency only upon Agency's request.
 - (f) **Docking Clause.** The parties agree that Clause 7 of the SCCs shall apply.
 - (g) **Redress.** The parties agree that the optional language in Clause 11 of the SCCs shall be deleted.
 - (h) **Jurisdiction.** For Clause 17 of the SCCs, the parties select Option 2 and the law of the Netherlands. For Clause 18(b) of the SCCs, the parties agree to the courts of the Netherlands.
 - (i) **Annex 1.** Annex 1 of the SCCs is as set forth in Attachment 1 of this DPA.
 - (j) **Annex 2.** For the purposes of Annex 2 of the SCCs, the description of the technical and organizational security measures are those described in Workiva's "Security Standards" (as set forth in Exhibit A to the Main Terms, and if no Exhibit A exists, as set forth here: www.workiva.com/securitystandards_3.5).
 - (k) **Additional Terms for Module Three SCCs.** Where Module Three SCCs are applicable, the parties agree to the terms of this Section. For the purposes of Clause 8.1(a), Agency hereby informs Workiva that Agency acts as a Processor under the instructions of the relevant Controller with respect of Agency Personal Data. Agency warrants that its Processing instructions as set out in the Agreement and this DPA, including its authorizations to Workiva for the appointment of Sub-processors in accordance with this DPA, have been authorized by the relevant Controller. Agency shall be solely responsible for forwarding any notifications received from Workiva to the relevant Controller where appropriate. For the purposes of Clause 8.6(c) and 8.6(d), Workiva shall provide notification of a Personal Data Breach to Agency. For the purposes of Clause 8.9, all inquiries from the relevant Controller shall be provided to Workiva by Agency. If Workiva receives an inquiry directly from a Controller, it shall forward the inquiry to Agency and Agency shall be solely responsible for responding to any such inquiry from the relevant Controller where appropriate. (iv) For the purposes of Clause 10 and subject to Section 3.3 of this DPA, Workiva shall notify Agency about any request it has received directly from a data subject without obligation to handle it (unless otherwise agreed), but shall not notify the relevant Controller. Agency shall be solely responsible for cooperating with the relevant Controller in fulfilling the relevant obligations to respond to any such request.
- 4.4 **United Kingdom SCCs.** To the extent applicable, the SCCs as set forth in Section 4.3 above and amended by the UK Data Transfer Addendum shall apply only to Agency Personal Data subject to the UK GDPR that is transferred to a recipient in a country not recognized by the UK Secretary of State or UK GDPR as providing an adequate level of protection for such Agency Personal Data, and where Agency and/or any Named Affiliates is a data exporter and Workiva is a data importer of

such Agency Personal Data. Where applicable, Workiva will execute the UK Data Transfer Addendum with its Sub-processors before the deadlines prescribed by the UK ICO. The parties agree that by executing this DPA they are also executing the UK Data Transfer Addendum (if applicable).

4.5 **Switzerland SCCs.** To the extent applicable, the SCCs as set forth in Section 4.3 above and amended in this Section 4.5 shall apply only to Agency Personal Data subject to the Swiss FADP that is transferred to a recipient in a country not recognized by the Swiss FDIC as providing an adequate level of protection for such Agency Personal Data, and where Agency and/or any Named Affiliate is a data exporter and Workiva is a data importer of such Agency Personal Data. The SCCs shall be deemed to be amended to the extent necessary to operate to provide appropriate safeguards for such transfers in accordance with the FADP, including the following:

- (a) Clause 13(a) (Supervision) and Part C of Annex I are not used; the "competent supervisory authority" is the Swiss FDPIC;
- (b) The term "Member State" cannot be interpreted to exclude data subjects in Switzerland from exercising their rights under the FADP;
- (c) The term "Personal Data" shall be deemed to include "personal data" to the extent such personal data is protected under the FADP; and
- (d) Any amendments required from time to time by the FDPIC in order to comply with the FADP, as further incorporated herein by written agreement.

Workiva is certified under the Swiss-US DPF. The parties agree that if Switzerland recognizes the adequacy of the Swiss-US DPF, Workiva and applicable Sub-processors may transfer Agency Personal Data subject to the FADP to the U.S. pursuant to the Swiss-U.S. DPF instead of the SCCs.

4.6 **Alternative Transfer Mechanism.** If Workiva adopts an alternative data transfer mechanism approved and authorized by the relevant EU, Swiss, or UK authorities (including any new version of or successor to the SCCs, UK Data Transfer Addendum, Binding Corporate Rules, or other framework adopted pursuant to Applicable Data Protection Law) for the transfer of Personal Data ("**Alternative Transfer Mechanism**"), the Alternative Transfer Mechanism shall apply instead of any applicable transfer mechanism described in this DPA (but only to the extent such Alternative Transfer Mechanism complies with the GDPR, UK GDPR, and/or Swiss FADP and extends to the territories to which Personal Data is transferred).

5.0 **CCPA.** The parties agree that Workiva is acting solely as a Service Provider with respect to Agency Personal Data subject to the CCPA. Workiva shall not, within the meaning of the CCPA, as amended, except (a) as directed or authorized by Agency, or (b) for purposes as permitted by the CCPA or by Cal. Code Reg. § 7051 (including any future revisions): (i) Sell or Share such Agency Personal Data; (ii) retain, use, or disclose Agency Personal Data for any purpose other than for the specific purpose described in Attachment 1; (iii) retain, use, or disclose Agency Personal Data for a commercial purpose other than those specified in Attachment 1; (iv) retain, use, or disclose Agency Personal Data outside of the direct business relationship between Agency and Workiva; or (v) combine Agency Personal Data with Personal Data it receives from any other source, including from data subjects themselves, except for business purposes or as otherwise permitted by the CCPA, as amended and including its implementing regulations. For the sake of clarity, such restrictions do not apply to Personal Data that has been de-identified and/or aggregated and is no longer capable of identifying an individual or Agency.

6.0 **Security Controls.** Workiva shall maintain administrative, physical, and technical safeguards for the protection of the security, confidentiality, and integrity of Agency's data and confidential and proprietary information, including Agency Personal Data, as further set forth in Workiva's "Security Standards" (as set forth in Exhibit A to the Main Terms, and if no Exhibit A exists, as set forth here: www.workiva.com/securitystandards 3.5). Workiva declares that its Security Standards are in line with GDPR Article 32. Workiva will regularly monitor compliance with the Security Standards. Workiva will not intentionally decrease the Security Standards during the Agreement Term.

7.0 Sub-processors.

7.1 Agency acknowledges and authorizes Workiva's use of its Sub-processors existing as of the Effective Date as set forth in Section 7.4 below. Agency hereby gives general authorization to new or replacement Sub-processors, provided Workiva follows the following procedure:

- (a) With respect to any new or replacement Sub-processor Workiva shall (i) execute a written agreement that obligates it to (1) protect such Agency Personal Data to the same extent as is required of Workiva by the Agreement, and (2) be in compliance with Applicable Data Protection Laws, and (ii) ensures such new Sub-processor is subject to industry-standard external security auditing (collectively, the "**Conditions**").
- (b) Workiva agrees to provide Agency with notice at least thirty (30) days in advance of engaging any new or replacement Sub-processors to Process Agency Personal Data under the Agreement ("**Sub-processor Notice**") giving the Agency the

opportunity to object. Such Sub-processor Notice may be provided by sending an email to the Account Administrator indicated in the applicable Order. The Sub-processor Notice shall include the name of the new or replacement Sub-processor, the services such Sub-processor will provide under the Agreement, and the geographic locations where Agency Personal Data will be Processed. Where applicable and upon Agency's request, Workiva agrees to provide a transfer impact assessment pursuant to Clause 14 of the SCCs and a copy of the SCCs executed by Workiva and the Sub-processor.

- (c) If Agency has a reasonable belief that such new Sub-processor cannot comply with the Conditions, Agency may provide written notice to Workiva within twenty (20) days of being informed of the engagement of the new Sub-processor, and the parties agree to work in good faith to resolve such issues. If such issues cannot be resolved, Agency may object to any new Sub-processor by terminating the applicable Order(s) with respect only to those services which cannot be provided by Workiva without the use of the objected-to new Sub-processor. Such termination will be made by providing written notice to Workiva. This termination right is Agency's sole and exclusive remedy if Agency objects to any new Sub-processor. For the avoidance of doubt, Agency will be deemed to have consented to such Sub-processor absent an objection within the stated time period.
- (d) Agency acknowledges that Workiva provides a standardized service to all customers which does not allow using different Sub-processors for different customers and, therefore, that the inability to use a particular new or replacement Sub-processors for the Services to the Agency may result in delay in performing the Services, inability to perform the Services or increased fees. Workiva will notify Agency in writing of any change to Services or fees that would result from Workiva's inability to use a new or replacement Sub-processors to which Agency has objected.

7.2 Workiva may replace a Sub-processor without advance notice where the reason for the change is outside of Workiva's reasonable control and prompt replacement is required for security or other urgent reasons. In this case, Workiva will inform Agency of the replacement Sub-processor as soon as possible following its appointment. Section 7.1 applies accordingly.

7.3 Workiva shall be liable for the acts and omissions of its Sub-processors to the same extent Workiva would be liable if performing the Services of each Sub-processors directly under the terms of this DPA. A current list of Workiva's Sub-processors as may be used for Processing Agency Personal Data is available to Agency without charge on Workiva's website (Workiva Affiliates: <https://www.workiva.com/legal/support-affiliates>; third party Sub-processors: <https://www.workiva.com/legal/sub-processors>). Workiva will keep the Sub-processors list current and inclusive of any new Sub-processors and will make available to Agency the updated Sub-processors list upon request by Agency.

8.0 Personal Data Breaches. After becoming aware of a Personal Data Breach Workiva will (a) notify Agency of the Personal Data Breach without undue delay; (b) investigate the Personal Data Breach; (c) provide Agency with details about the Personal Data Breach; and (d) make reasonable efforts to prevent a recurrence of the Personal Data Breach. Workiva agrees to cooperate in Agency's handling of the matter by: (i) providing reasonable assistance with Agency's investigation; and (ii) making available relevant records, logs, files, data reporting, and other materials related to the Personal Data Breach's effects on Agency, as required to comply with Applicable Data Protection Law. Personal Data Breach does not include unsuccessful attempts or activities that do not compromise the security of Agency Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, or other network attacks on firewalls or networked systems.

9.0 Authorized Personnel. Workiva employees and employees of its Authorized Personnel that have access to Agency Personal Data are subject to appropriate background check procedures as further set forth in the Security Standards. If, in the Agency's reasonable and good faith opinion, one or more of Workiva's employees, or employees of its Authorized Personnel, poses a risk to the security of such Agency Personal Data, Workiva will immediately terminate access by such individual and assign different and qualified individuals. Workiva will ensure that its Authorized Personnel who are engaged in the Processing of Agency Personal Data under the Agreement have committed themselves to confidentiality and have received adequate training and instruction to allow them to comply with the terms of this DPA.

10.0 Audits. The parties agree that any audits regarding Workiva's compliance with the obligations set forth in this DPA, shall be conducted in accordance with Section 11 of the Security Standards.

11.0 Government Access Requests. To the extent that Workiva receives a request from a relevant government authority responsible for national security and intelligence gathering ("**Government Authority**") to access Agency Personal Data in accordance with applicable law (including the Foreign Intelligence Surveillance Act), Workiva shall: (a) inform Agency of the request to the extent permitted by applicable law so that Agency may take all protective measures or action as appropriate, and Workiva agrees to provide reasonable assistance should it be required during the course of the procedure; and (b) disclose the requested data to the Government Authority without liability if applicable laws prohibit notification of the request to third parties, provided that Workiva shall furnish only such portion of the information that is legally required to be disclosed and only to the extent required by applicable law. For the avoidance of doubt, nothing in this DPA shall require Workiva to pursue action or inaction that could result in civil or criminal penalty for Workiva such as contempt of court.

12.0 Interpretation. The parties agree that when interpreting Applicable Data Protection Law in conjunction with each party's rights and obligations in this DPA, it shall be interpreted based on the applicable party's role in its Processing of Agency Personal Data.

13.0 Miscellaneous.

- (a) Conflicts. In the event of any conflict or inconsistency between this DPA and the Agreement, the terms of this DPA shall prevail. In the event and to the extent of any conflict or inconsistency between the body of this DPA and the SCCs or the UK Data Transfer Addendum, the SCCs or the UK Data Transfer Addendum shall prevail.
- (b) Severability. In the event any provision of this DPA, in whole or in part, is invalid, unenforceable or in conflict with the applicable laws or regulations of any jurisdiction, such provision will be replaced, to the extent possible, with a provision which accomplishes the original business purposes of the provision in a valid and enforceable manner, and the remainder of this DPA will remain unaffected and in full force.
- (c) Liability. Each party's and such party's Affiliates' liability, taken together in the aggregate, for breaches of this DPA shall be subject to the limitations and exclusions of liability set out in the Agreement.

Heather Greenfield 5-7-26



Signed by:



Signed by:

H. Jay Colavita
B85871DC292A47C...
H. Jay Colavita

5/8/2026