	Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	State of West Virginia **Master Agreement** **Order Date:** 07-24-2026	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:	CMA 1200 A500 AUD2700000001 1	**Procurement Folder:**	2023908
Document Name:	Vulcan Technologies AI Integrated Justinian software -WVSAO	**Reason for Modification:**	
Document Description:	Vulcan Technologies AI Integrated Justinian software -WVSAO	AWARF OD CSSD AUD2700000001	
Procurement Type:	Central Sole Source		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	**Effective Start Date:**	2026-07-24
Free on Board:	FOB Dest, Freight Prepaid	**Effective End Date:**	2029-07-23

VENDOR

Vendor Customer Code: VS0000050311
VULCAN TECHNOLOGIES INC
200 E 6TH ST STE 310

AUSTIN TX 78701
US
Vendor Contact Phone: 9523807066 **Extension:**

Discount Details:

	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

DEPARTMENT CONTACT

Requestor Name: Michael H Barker
Requestor Phone: (304) 558-2261
Requestor Email: mike.barker@wvsao.gov

2027
FILE LOCATION____________

INVOICE TO	SHIP TO
STATE AUDITOR'S OFFICE	STATE AUDITORS OFFICE
1900 KANAWHA BLVD E	1900 KANAWHA BLVD E
1900 KANAWHA BLVD E	
CHARLESTON WV 25305-0230	CHARLESTON WV 25305-0230
US	US

7/27/26 GC

Purchasing Division's File Copy

Total Order Amount:	Open End

TLW 7/24/26

PURCHASING DIVISION AUTHORIZATION	ATTORNEY GENERAL APPROVAL AS TO FORM	ENCUMBRANCE CERTIFICATION
DATE: 7/27/2026	DATE:	DATE: 7-27-26
ELECTRONIC SIGNATURE ON FILE	ELECTRONIC SIGNATURE ON FILE	ELECTRONIC SIGNATURE ON FILE

7/27/2026

Extended Description:

Direct Award Pursuant to WV Code 5A-3-10c

Vulcan Technologies AI Integrated Justinian software -WVSAO

This Open-End Contract constitutes the acceptance of contract made by and between the State of West Virginia by the Purchasing Director for the Agency, The West Virginia Auditor's Office and the vendor: Vulcan Technologies, for a contract to provide a Justinian AI Integrated Software Platform per the attached WV General Terms and Conditions, and State of West Virginia Addendum to Vendor's Standard Contractual Forms (Form WV-96), vendors service Level Agreement, and vendor's terms of Service all incorporated herein by reference and made a part of hereof.

Effective dates: 8/1/26 - 7/31/29

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	43232616			EA	800.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Justinian Platform

Extended Description:
Justinian Platform: Quaestor Tier
Three (3) Year term billed monthly @ $800 a seat per attached quote: VTQ-2026-0024

WV-96
May 2026

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

REQUIRED INFORMATION ABOUT THIS CONTRACT:

State Agency, Board, or Commission (the "State"): WV State Auditor's Office
Vendor: Vulcan Technologies
Contract Name or Identifier/Lease Number ("Contract"): Justinian Platform - Quaestor Tier **CMA AUD 2700000001**
Commodity/Service: Integrated Software Platform

The State and the above-identified Vendor are entering into the above-referenced contract. The Contract or other materials incorporated into this Contract may contain provisions that are inconsistent with West Virginia law, regulations, or policy. THIS ADDENDUM SUPERSEDES, MODIFIES AND CONTROLS ANY CONFLICTING PROVISIONS CONTAINED IN THE CONTRACT REGARDLESS OF WHEN SUCH DOCUMENTS ARE SUBMITTED.

1. **PAYMENT** – The State will not make any advanced payments for goods or services unless the payment is (i) authorized by the policy of the West Virginia State Auditor (e.g., software/SaaS licenses, software support services, and the first year of a software subscription), or (ii) expressly authorized in a writing by the West Virginia State Auditor and that approval is made a part of this contract. Payments are made only after the (i) receipt of the goods and/or services and (ii) processing of all required invoice documentation to the State Auditor's satisfaction.

   The following provisions are deleted: (i) interest or penalties for late payment, (ii) payment of lost profits, termination fees, or liquidated damages upon termination, and (iii) acceleration of payments due to termination, default, or non-funding.

2. **FUNDING** – Payments under this Contract are contingent upon the availability of properly encumbered funds through legislative appropriation or other lawful funding sources. If funding becomes unavailable, then the State may terminate this Contract upon notice to the vendor. Non-appropriation or non-funding is not an event of default, and all work shall cease upon termination.

3. **TERMINATION FOR CONVENIENCE** – The State may terminate this Contract for convenience upon thirty (30) days written notice to the Vendor. The State will pay only for undisputed services rendered or goods delivered prior to termination. Any conflicting Vendor provision regarding termination is deleted.

4. **GOVERNING LAW** – The Contract shall be governed by the laws of the State of West Virginia or required federal law. Any provision requiring the application of any other state's laws is deleted.

5. **JURISDICTION/DISPUTES** – All claims for monetary damages must be filed with the West Virginia Legislative Claims Commission. Other legal actions must be brought in courts authorized under West Virginia laws to exercise jurisdiction.

6. **PRESERVATION OF STATE LEGAL RIGHTS** - Notwithstanding any provision contained in this Contract or other materials incorporated into this Contract, any term that limits, waives, or otherwise restricts the legal rights available to the State is deleted. Without limitation, the following provisions are deleted:

   a. Any requirement that the State agrees to (i) participate in binding arbitration or other extra-judicial dispute resolution process, (ii) waive a jury trial, or (iii) resolve disputes in any jurisdiction or venue other than the State of West Virginia.

   b. Any provision requiring the State to (i) indemnify, defend, or hold harmless the Vendor or any third party, or (ii) assume the Vendor's business or legal risks.

   c. Any provision limiting the Vendor's liability for direct damages arising from bodily injury, death, or damage to property (tangible or intangible) caused by the negligence or willful misconduct of the Vendor or its employees or agents. Any limitation of liability is enforceable only to the extent permitted by West Virginia Law.

   d. Any provision requiring the State to waive or limit its legal rights, claims or defenses.

   e. Any provision limiting the time within which the State may file a claim or initiate any legal action.

   f. Any provision permitting repossession of equipment without notice to the state. Repossession may occur only with appropriate notice.

   g. Any provisions requiring the State to pay Vendor's attorney fees, collection costs, or litigation expenses are deleted except in cases where they are ordered by a court of competent jurisdiction.

7. **TAXES** – The State is exempt from federal, state, and local taxes. Any provision requiring the State to pay taxes on behalf of the Vendor is deleted. The State will provide a tax-exempt certificate upon request.

8. **ASSIGNMENT** – No assignment of this contract is effective and binding until the State and Vendor execute a change order to this Contract. This Contract is automatically terminated if the assignment is to a person or entity with whom the State is prohibited from doing business. In that circumstance, Vendor agrees to pay the State a pro-rata refund equal to the cost paid for the unused portion of the commodity or service provided. The State may assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor.

9. **RENEWAL/MODIFICATION** – This Contract may be renewed, extended, amended, or modified only by written agreement signed by both parties and approved, as to form, by the Attorney General. Any automatic renewal or modification provision is deleted.

10. **INSURANCE** – Any provision requiring the State to maintain insurance for the benefit of the State, the Vendor or any third party is deleted.

11. **DELIVERY** – All deliveries under the Contract shall be FOB destination unless the State expressly and knowingly agrees otherwise in writing. Any contrary delivery term is deleted.

12. **PUBLIC RECORDS AND CONFIDENTIALITY** – This Contract and related records are subject to the West Virginia Freedom of Information Act ("W. Va. FOIA") (W. Va. Code §29B-1-1 et seq.) and applicable public procurement laws. Any provision requiring Vendor consent or notice prior to disclosure is deleted.

    All provisions requiring the non-disclosure of information must be (i) permitted by West Virginia law, (ii) incorporated through a separately signed writing, and (iii) approved, as to form, by the Attorney General.

13. **DATA OWNERSHIP**. During and after the term of this Contract, the State retains all ownership rights to information or data that the State provides to the Vendor, or which the Vendor collects or captures while providing its services (hereafter "Data"). The Vendor agrees to only use the Data to provide the procured services. Without limitation, the following provisions are deleted:

    a. Any provision granting the Vendor or any other person or entity: (i) rights to sell, license or otherwise exploit the Data, (ii) use rights (including without limitation the right to use the Data to train machine learning and/or artificial intelligence models) or (iii) any other proprietary interests in the Data.

    b. Any provision that defines "Data" in a manner that excludes from these protections: (i) transaction or system-based data, including metadata, (ii) Data once it has been de-identified, anonymized, or aggregated, or (iii) vendor analytics performed on the Data.

    Before contract termination, the Vendor agrees to coordinate with the State, to either (1) destroy the Data or (2) return it to the State in the format requested by the State. This shall be done without further conditions, costs, or delays.

14. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires binding the State to third-party's end-users license agreement (EULA), the Vendor represents that none of the mandatory click-through, unsigned, or web-linked EULA terms and conditions 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 a wrongful representation/assertion that the EULA's terms and conditions are in accord with, or subordinate to, this Addendum.

15. **AMENDMENTS** –All amendments, modifications, alterations or changes to this Contract shall be made by a (i) written change order, (ii) signed by all parties, and (iii) approved, as to form, by the Attorney General.

If legal circumstances require this Addendum to be amended, then those changes must be made in an OBVIOUS MANNER such as by using **bold** *Italics, or* underline to identify language being added and using bold ~~**strikethrough**~~ to identify language being deleted. Do not use track-changes. All changes to this WV-96 must be expressly approved by the Office of the Attorney General.

State: West Virginia SAO	Vendor: Vulcan Technologies, Inc. d/b/a Vulcan AI, Inc.
By: [signature]	By: [signature]
Printed Name: Michael Cook	Printed Name: Tanner Jones
Title: Chief of Staff	Title: CEO
Date: 7/22/2026	Date: 7/15/2026

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 Three (3) Years ______________. 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 Zero (0) 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: 100,000 per occurrence.

[ ] **Automobile Liability Insurance** in at least an amount of: ________________per occurrence.

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

[ ] **Commercial Crime and Third Party Fidelity Insurance** in an amount of: ________________ per occurrence.

[ ] **Cyber Liability Insurance** in an amount of: ________________ per occurrence.

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

[ ] **Pollution Insurance** in an amount of: ________________ per occurrence.

[ ] **Aircraft Liability** in an amount of: ________________ per occurrence.

[ ]

[ ]

[ ]

[ ]

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) Tanner Jones, CEO

(Address) 200 E 6th Street, Suite 310, Austin, TX 78701

(Phone Number) / (Fax Number) 707-520-4295

(email address) tanner@vulcan.ai

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.

Vulcan Technologies, Inc. dba Vulcan AI, Inc.

(Company)

Signed by:

(Signature of Authorized Representative)

Tanner Jones, CEO

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

707-520-4295

(Phone Number) (Fax Number)

tanner@vulcan.ai

(Email Address)

VULCAN TECHNOLOGIES SERVICE LEVEL AGREEMENT

APPLICABILITY

This Service Level Agreement ("SLA") applies to the production Software made available by Provider to Customer under the applicable quote, purchase order, or other purchasing document and supplements the Vulcan Technologies Terms of Service between the parties. Capitalized terms not defined in this SLA have the meanings given to them in the Terms of Service. This SLA does not apply to beta, preview, pilot, trial, non-production, sandbox, or locally installed services, or to any component not hosted or controlled by Provider.

DEFINITIONS

"Covered Service" means the production Software made available by Provider to Customer under the applicable quote, purchase order, or other purchasing document.

"Downtime" means a period of at least one (1) minute during which all or substantially all Authorized Users are unable to access the Covered Service due to a failure of Provider-controlled systems, excluding Excluded Downtime.

"Monthly Uptime Percentage" means the total number of minutes in a calendar month minus the number of minutes of Downtime in that calendar month, divided by the total number of minutes in that calendar month.

"Service Credit" means a credit against future fees for the affected Covered Service, calculated as described in this SLA.

SERVICE LEVELS

1. Service Commitment

Provider will use commercially reasonable efforts to make the production Software available 99.9% of each calendar month, excluding Excluded Downtime.

Provider's service commitment is measured by Monthly Uptime Percentage for the Covered Service.

2. Excluded Downtime

Excluded Downtime means unavailability caused by scheduled maintenance, emergency maintenance, Customer systems or networks, third-party systems outside Provider's reasonable control, Customer misuse or breach of the Agreement, force majeure events, beta or preview features, or suspension permitted under the Agreement.

Excluded Downtime also includes unavailability caused by Customer configurations, unsupported browsers or devices, Customer-controlled security settings, public internet failures, third-party services not controlled by Provider, or Customer's failure to follow Provider's reasonable instructions or documented configuration requirements.

3. Scheduled Maintenance

Provider will use commercially reasonable efforts to schedule planned maintenance outside ordinary business hours and to provide advance notice when planned maintenance is expected to materially affect Customer access.

Scheduled maintenance that is communicated at least twenty-four (24) hours in advance will not count as Downtime.

4. Support Channels

Customer may request support by email at support@vulcan.ai or through any in-application support workflow Provider makes available to Customer.

5. Severity Levels and Initial Response Targets

Severity 1: production service is unavailable for all or substantially all Authorized Users. Initial response target: one (1) hour.
Severity 2: a material production function is unavailable or materially degraded with no reasonable workaround. Initial response target: four (4) business hours.
Severity 3: a non-critical production issue has a workaround or affects a limited set of Authorized Users. Initial response target: one (1) business day.
Severity 4: general question, documentation request, or enhancement request. Initial response target: two (2) business days.

Provider will determine the severity level assigned to each support issue in its reasonable discretion, taking into consideration the severity level and information submitted by Customer.

6. Measurement

Provider's monitoring and service logs will be the primary source for measuring Downtime and Monthly Uptime Percentage. Customer may submit reasonable supporting information with any Service Credit request, and Provider will review that information in good faith.

7. Remedies

If monthly availability falls below 99.9% due to downtime within Provider's reasonable control, Customer may request a service credit. Service credits will be calculated as follows: 5% of the affected monthly fees for availability below 99.9% and at or above 99.0%; 10% for availability below 99.0% and at or above 95.0%; and 20% for availability below 95.0%. Service credits apply only to future invoices and are Customer's sole monetary remedy for failure to meet the availability target.

8. Credit Request Process

Customer must request any service credit in writing within thirty (30) days after the end of the calendar month in which the alleged availability failure occurred and must include reasonable supporting information. Provider will review the request in good faith against Provider's service logs and monitoring records.

9. Service Credit Conditions

Service Credits have no cash value, may not be transferred, may not be applied to other services, and may not be used as a unilateral offset against amounts due. The aggregate Service Credit for a calendar month will not exceed the fees paid or payable for the affected Covered Service for that calendar month.

10. Incident Communications

For Severity 1 incidents, Provider will provide status updates at reasonable intervals until service is restored and will provide a post-incident summary upon Customer's reasonable request.

11. Relationship to Terms of Service

This SLA supplements the Terms of Service. Provider's privacy, security, breach-notice, data ownership, data-use restriction, and confidentiality obligations are set forth in the Terms of Service and are not reduced by this SLA.

VULCAN TECHNOLOGIES TERMS OF SERVICE

These Terms of Service (this "Agreement") govern Customer's and Authorized Users' access to and use of Vulcan's cloud service.

Vulcan Technologies, Inc. ("Provider")

A Delaware corporation

Headquarters: 200 E 6th St, Ste 310, Austin, TX 78701

Email: tanner@vulcan.ai

West Virginia State Auditor's Office ("Customer")

Address: 1900 Kanawha Blvd. East, Building 1, Room W-100, Charleston, WV 25305

Email: wvsao@wvsao.gov

PART I: PLATFORM ACCESS TERMS

A. Product Description

Cloud Service: JUSTINIAN - AI-Powered Legal Intelligence Platform

Service Description: Provider will provide Customer with access to the JUSTINIAN software platform (the "Software").

B. Subscription and Commercial Terms

Commercial terms, including subscription period, license quantity, pricing, billing frequency, and total contract value, are set forth in the applicable quote, purchase order, or other purchasing document accepted through Customer's procurement process.

C. Use Rights

Customer may use the Software including for, but not limited to, its legal, regulatory, and compliance operations. Each seat is assigned to one designated user. Customer may add seats during a term by written notice; additions take effect upon Provider's confirmation and are invoiced as set forth in the applicable quote, purchase order, or other purchasing document.

D. Key Legal Terms

Governing Law: State of West Virginia

Venue: Kanawha County, West Virginia

Notice Address for Customer: West Virginia State Auditor's Office, 1900 Kanawha Blvd. East, Building 1, Room W-100, Charleston, WV 25305

Notice Address for Provider: 200 E 6th St, Ste 310, Austin, TX 78701

PART II: PLATFORM USE TERMS AND CONDITIONS

Section 1: Services

1.1. Access and Use. During the subscription period stated in the applicable quote, purchase order, or other purchasing document and subject to the terms of this Agreement, Customer may access and use the Cloud Service. Customer's rights include use within the scope defined in PART I of this Agreement and the applicable quote, purchase order, or other purchasing document.

1.2. Support. During the subscription period stated in the applicable quote, purchase order, or other purchasing document, Provider will provide technical support for the Software.

1.3. User Accounts. Customer is responsible for all actions on users' accounts and for all users' compliance with this Agreement. Customer and users must protect the confidentiality of their passwords and login credentials. Customer will promptly notify Provider if it suspects or knows of any fraudulent activity with its accounts, passwords, or credentials, or if they become compromised.

1.4. Usage Data. Provider may collect and analyze data and metrics regarding the operation, performance, and use of the Software ("Usage Data"), and Provider may freely use Usage Data to maintain, improve, and enhance Provider's products and services.

Section 2: Suspension

2.1. Suspension. If Customer (a) has an outstanding, undisputed balance on its account for more than 15 days; (b) breaches Section 1.1 (Access and Use); or (c) uses the Software in violation of the Agreement or in a way that materially and negatively impacts the Software or others, then Provider may temporarily suspend Customer's access to the Software with or without notice. Provider will reinstate Customer's access to the Software only if Customer resolves the underlying issue.

Section 3: Privacy and Security

3.1. Personal Data. Each party will comply with applicable data protection laws. Provider will process personal data only as necessary to provide the services and in accordance with Customer's instructions.

3.2. Customer Data. Customer may submit, upload, or otherwise make available data through the Software ("Customer Data"). As between the parties, Customer retains all right, title, and interest in and to Customer Data. Customer retains the right to dictate Provider's use of Customer Data upon explicit written request.

3.3. Security. Provider warrants that it maintains SOC 2 Type II attestation and ISO 27001 certification, and a security program aligned with the NIST SP 800-53 control framework, including: hosting of all data within the United States; encryption of data in transit (TLS 1.2 or higher) and at rest (AES-256); and continuous security monitoring, logging, and threat detection. Provider will notify Customer of any confirmed unauthorized access to, or disclosure of, Customer Data as soon as practicable and in any event within forty-eight (48) hours of confirmation, and will cooperate with Customer's investigation and any notification obligations Customer may have under applicable law.

Section 4: Payment and Taxes

4.1. Invoicing. Provider will issue invoices according to the billing frequency and payment terms stated in the applicable quote, purchase order, or other purchasing document.

4.2. Payment. Customer will pay Provider fees and applicable taxes according to the payment terms in the applicable quote, purchase order, or other purchasing document.

4.3. Taxes. Customer is a public entity and is exempt from applicable State and local sales and use tax and from federal excise tax; Customer will provide its exemption certificate or other documentation of its tax-exempt status upon request.

4.4. Payment Dispute. If Customer has a good-faith disagreement about the fees charged or invoiced, Customer must notify Provider about the dispute before payment is due and must pay all undisputed amounts on time. The parties will work together to resolve the dispute within 15 days.

Section 5: Term and Termination

5.1. Term. This Agreement begins on the Effective Date and remains in effect for the subscription period stated in the applicable quote, purchase order, or other purchasing document unless terminated in accordance with this Section 5.

5.2. Termination for Cause. Either party may terminate this Agreement for cause by written notice to the other party if the other party: (a) materially breaches this Agreement and fails to cure such breach within thirty (30) days after written notice describing the breach in reasonable detail; (b) materially breaches this Agreement in a manner that by its nature cannot be cured; (c) dissolves or ceases to conduct business without a successor; (d) makes an assignment for the benefit of creditors; or (e) becomes the debtor in insolvency, receivership, or bankruptcy proceedings that continue for more than sixty (60) days.

5.3. Termination for Convenience. Either party may terminate this Agreement for convenience effective at the end of the then-current subscription period stated in the applicable quote, purchase order, or other purchasing document by providing written notice of non-renewal at least thirty (30) days prior to the end of such term. For the avoidance of doubt, termination for convenience does not entitle Customer to a refund of fees paid or accrued for the then-current term.

Section 6: Representations and Warranties

6.1. Mutual Warranties. Each party represents and warrants that: (a) it has the legal power and authority to enter into this Agreement; (b) it is duly organized, validly existing, and in good standing; (c) it will comply with all applicable laws.

6.2. Customer Warranties. Customer represents and warrants that it has all rights necessary to provide Customer Data to Provider.

6.3. Disclaimer. Except for the express warranties in this Agreement, each party disclaims all other warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Section 7: Liability; Sovereign Immunity

7.1. Liability; Sovereign Immunity. Customer is a public entity. Customer's liability for the acts, omissions, or negligence of its officers, employees, and agents is governed exclusively by applicable State law and the doctrine of sovereign immunity, subject to the monetary and other limitations provided thereunder. Nothing in this Agreement constitutes a waiver of sovereign immunity by Customer, extends Customer's liability beyond the limits set forth in applicable State law, or requires Customer to defend, indemnify, or hold harmless Provider or any other party. Each party is responsible for the acts and omissions of its own officers, employees, and agents to the extent permitted by applicable law.

Section 8: Confidentiality

8.1. Confidential Information. "Confidential Information" means any non-public information disclosed by one party to the other that is designated as confidential or should reasonably be considered confidential.

8.2. Obligations. The receiving party will: (a) hold Confidential Information in confidence; (b) not disclose it to third parties without prior written consent unless required by law; (c) only use it to fulfill its obligations under this Agreement; (d) protect it using at least the same degree of care it uses for its own confidential information, but no less than reasonable care.

8.3. Exceptions. Obligations do not apply to information that: (a) is or becomes public through no breach by the receiving party; (b) was rightfully known before receipt; (c) is independently developed without use of Confidential Information; (d) is rightfully received from a third party without breach; (e) is disclosed pursuant to a requirement of a governmental agency or of law, in which case, to the extent permitted by law, the receiving party shall use reasonable efforts to provide prompt notice thereof to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

8.4. Notice. Each party agrees to immediately notify the other party in writing of any misuse or misappropriation of Confidential Information. It is agreed and understood that in the event of a breach of this

Section 8 (Confidentiality), damages may not be an adequate remedy and each party shall be entitled to injunctive relief to restrain any such breach, threatened or actual.

Section 9: General Terms

9.1. Entire Agreement. This Agreement, together with the applicable quote, purchase order, service level agreement, and any purchasing document accepted through Customer's procurement process, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior representations, discussions, negotiations, agreements and understandings, whether written or oral. No modification to this Agreement shall be effective unless it is approved in writing by a duly authorized representative of both parties.

9.2. Assignment. Neither party may assign this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the other party's prior written consent, except that either party may assign this Agreement to the surviving entity in connection with a merger of that party into another entity or in an acquisition or sale of all or substantially all its assets. No assignment of this Agreement becomes effective unless and until the assignee agrees in writing to be bound by all the assigning party's obligations in this Agreement. Notwithstanding the foregoing, neither party may assign this Agreement to a direct competitor of the other party without that party's prior written consent. Any assignment in violation of this Section 9.2 (Assignment) is void.

9.3. Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of West Virginia, without regard to conflict of laws principles. All actions under this Agreement shall be brought in a court of competent subject matter jurisdiction in that State and both parties agree to accept the personal jurisdiction of such court. Venue for all actions shall lie in Kanawha County, West Virginia.

9.4. Notices. All notices must be in writing and sent to the notice addresses specified in PART I or the applicable quote, purchase order, or other purchasing document.

9.5. Severability. If any provision of this Agreement is held invalid or unenforceable for any reason, the remaining provisions hereof will continue in full force and effect.

V **VULCAN TECHNOLOGIES**
200 E 6th St, Ste 310 | Austin, TX 78701

Quote

Prepared For
West Virginia State Auditor's Office

End Customer
West Virginia State Auditor's Office

Quote No.
VTQ-2026-0024

Quote Date
July 2, 2026

Valid Until
July 31, 2026

Currency
USD

SKU	Description	Qty	Monthly Price / Seat	Monthly Total
VT-JSTN-QST-3Y	Justinian Platform - Quaestor Tier, 15 Seats, 3-Year Term	15	$800.00	**$12,000.00**
			Monthly Total (USD)	**$12,000.00**

Commercial Terms

Subscription	Justinian Platform - Quaestor Tier, 15 Named Users
Billing Frequency	Monthly
Subscription Term	Three (3) years
Monthly Invoice Amount	$12,000.00 USD
Total Contract Value	$432,000.00 USD (15 Seats x $800/Seat/month x 36 months), subject to adjustment for approved seat changes
Additional Seats	Additional seats may be added during the Term on a monthly basis. Added seats are billed at the applicable 3-year tier for the total seats then in service and reflected on the next monthly invoice.

Additional Seat Pricing Schedule

All rates below apply to a Three (3) year Subscription Term. Additional seats may be added monthly during the Subscription Term and billed at the applicable tier for the total seats then in service.

Tier	Seats	3-Yr Rate / Seat / Mo.	Monthly Total	Annual Value	3-Yr Total
Quaestor (current)	15	$800	$12,000	$144,000	$432,000
Praetor	20	$743	$14,860	$178,320	$534,960
Propraetor	25	$702	$17,550	$210,600	$631,800
Consul	50	$588	$29,400	$352,800	$1,058,400
Proconsul	100	$493	$49,300	$591,600	$1,774,800