

Tab A: Signature Pages



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

Solicitation

NUMBER	PAGE
ABCA33	1
ADDRESS CORRESPONDENCE TO ATTENTION OF:	
CONNIE OSWALD 304-558-2157	

VENDOR

*A01143200 541-312-3662
 GL SOLUTIONS
 PO BOX 591
 BEND OR 97709


SHIP TO

ALCOHOL BEVERAGE CONTROL
 COMMISSION
 900 PENNSYLVANIA AVE
 4TH FLOOR
 CHARLESTON, WV
 25302 304-558-2487

DATE PRINTED
10/10/2012

BID OPENING DATE: 11/15/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		099-00-01-001		
<p>REQUEST FOR PROPOSAL</p> <p>THE STATE OF WEST VIRGINIA AND ITS AGENCY WEST VIRGINIA ALCOHOL BEVERAGE CONTROL ADMINISTRATION REQUEST A QUOTE FOR AN OPEN-END CONTRACT TO PROVIDE DESIGN, DEVELOPMENT CONFIGURATION AND IMPLEMENTATION OF AN INTEGRATED FRAMEWORK FOR ELECTRONIC LICENSING PER THE ATTACHED SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS.</p> <p>MANDATORY PRE-BID MEETING: 10/26/2012 AT 10:00 AM (SEE ENCLOSED FOR LOCATION)</p> <p>BID OPENING: NOVEMBER 15, 2012 AT 1:30 PM</p> <p>REFERENCE ATTACHED INSTRUCTION TO BIDDERS.</p> <p>DESIGN, DEVELOPMENT, CONFIGURATION & IMPLEMENTATION OF AN INTEGRATED FRAMEWORK FOR ELECTRONIC LICENSING PER THE ATTACHED SPECIFICATIONS.</p> <p style="text-align: right;">11/28/12 10:05:52 AM West Virginia Purchasing Division</p>						

SIGNATURE 	TELEPHONE	DATE 11/27/2012
TITLE VP	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



**State of West Virginia
Department of Administration
Purchasing Division**

NOTICE

Due to the size of this bid, it was impractical to scan every page for online viewing. We have made an attempt to scan and publish all pertinent bid information. However, it is important to note that some pages were necessarily omitted.

If you would like to review the bid in its entirety, please contact the buyer. Thank you.



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ADDRESS CORRESPONDENCE TO ATTENTION OF:
CONNIE OSWALD 304-558-2157

VENDOR

*A01143200 541-312-3662
 GL SOLUTIONS
 PO BOX 591
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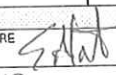
SHIP TO

ALCOHOL BEVERAGE CONTROL
 COMMISSION
 900 PENNSYLVANIA AVE
 4TH FLOOR
 CHARLESTON, WV
 25302 304-558-2487

DATE PRINTED
10/10/2012

BID OPENING DATE: 11/15/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ ABCA33 ***** TOTAL: _____						

SIGNATURE 	TELEPHONE	DATE 11/27/2012
TITLE VP	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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ADDRESS CORRESPONDENCE TO ATTENTION OF:
 CONNIE OSWALD
 804-558-2157

VENDOR

*A01143200 541-312-3662
 GL SOLUTIONS
 PO BOX 591
 BEND OR 97709

SHIP TO

ALCOHOL BEVERAGE CONTROL
 COMMISSION
 900 PENNSYLVANIA AVE
 4TH FLOOR
 CHARLESTON, WV
 25302 304-558-2487

DATE PRINTED
11/05/2012

BID OPENING DATE: 11/29/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
1. TO PROVIDE ANSWERS TO THE QUESTIONS RECEIVED FOR THIS SOLICITATION. 2. TO PROVIDE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 2						
SIGNATURE <i>[Signature]</i>				TELEPHONE	DATE 11/27/2012	
TITLE VP		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
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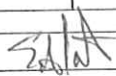
ADDRESS CORRESPONDENCE TO ATTENTION OF:
CONNIE OSWALD 304-558-2157

VENDOR	*A01143200	541-312-3662
	GL SOLUTIONS	
	PO BOX 591	
	BEND OR 97709	

SHIP TO	ALCOHOL BEVERAGE CONTROL
	COMMISSION
	900 PENNSYLVANIA AVE
	4TH FLOOR
	CHARLESTON, WV 25302
	304-558-2487

DATE PRINTED
11/01/2012

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. TO MOVE BID OPENING DATE FROM: 11/15/2012 TO: 11/29/2012 2. TO PROVIDE MANDATORY PRE-BID SIGN IN SHEETS. 3. TO REVISE BID BOND AMOUNT FROM 5% OF BID COST TO THE AMOUNT OF \$10,000.00 4. TO PROVIDE ADDENDUM ACKNOWLEDGMENT THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUAL- IFICATION OF YOUR BID.						
END OF ADDENDUM NO. 1						

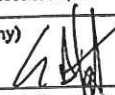
SIGNATURE 	TELEPHONE	DATE 11/27/2012
TITLE VP	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

GL Solutions, Inc.

 (Company)


 (Authorized Signature)
 Eric Staley, Vice President

 (Representative Name, Title)
 P 541-312-3662 x 103 F 503-374-9063

 (Phone Number) (Fax Number)
 11/6/2012

 (Date)

Revised 6/15/2012

ATTACHMENT
P.O.# ABCA33

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed 

Signature . Date

Vice President

Title

GL Solutions, Inc.

Company Name

Signature Date

Title

Agency/Division

WV-96
Rev. 9/11

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: GL Solutions, Inc.

Signed:  _____

Title: Vice President

Date: 11/6/2012

WV-96A
Rev. 9/11

AGREEMENT ADDENDUM FOR SOFTWARE

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. In such event, Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
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21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: GL Solutions, Inc.

Signed: 

Title: Vice President

Date: 11/6/2012

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked:
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked:
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ ^{N/A} Signed: _____
 Date: _____ Title: _____

RFQ No. ABCA33

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.


"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: GL Solutions, Inc.

Authorized Signature:  Date: 11/6/2012


State of Oregon

County of Deschutes, to-wit:

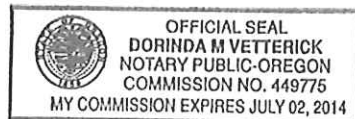
Taken, subscribed, and sworn to before me this 6 day of November, 2012

My Commission expires July 2, 2014.

AFFIX SEAL HERE

NOTARY PUBLIC 

Purchasing Affidavit (Revised 07/01/2012)



Tab D: Attachment B—Mandatory Specification Checklist

Attachment B: Mandatory Specification Checklist⁷⁰

The vendor must notify the designated contact at West Virginia Alcohol Beverage and Control Administration (WV ABCA) of a security breach incident within three (3) hours of first knowledge.

The vendor must comply with applicable West Virginia statutes, rules and policies addressing personal data, including WV's Breach Law (West Virginia Code § 48A-2A-101 to 105).

The vendor shall confirm and provide that no data in its custody will be used for any circumstances other than those agreed to in the contract.

The vendor shall ensure that the original software, source code, object code, and all modifications, throughout the life of any agreement resulting from the release of this RFP, will be held in escrow, to be released to the agency upon termination of said agreement. It is further understood that the State will retain a perpetual license to the object code.

This system must already exist for the most part and must be in use in other governmental licensing agencies. If the proposed system cannot perform all of the requested tasks, we will accept some new development.

Vendor Response (Describe in detail how you will meet these mandates)

I certify that the proposal submitted meets or exceeds all the mandatory specifications of this Request for Proposal. Additionally, I agree to provide any additional documentation deemed necessary by the State of West Virginia to demonstrate compliance with said mandatory specifications.

GL Solutions, Inc.

(Company)

Eric Staley, Vice President

(Representative Name, Title)

(Signature)

P 541-312-3662 x 103 F 503-374-9063

(Contact Phone/Fax Number)

11/6/2012

(Date)

Tab E: Attachment D—Software and Software Support Agreement

GL Suite Software and Software Support Agreement

Parties to this agreement:

GL Suite, Inc., an Oregon corporation ("Company"), and

WV ABCA an agency of the State of West Virginia ("Licensee").

When the terms of this GL Suite Software and Software Support Agreement conflict with the General Terms and Conditions of the RFP, the parties intend for the terms of the General Terms and Conditions of the RFP to supersede the terms of this GL Suite Software and Software Support Agreement.

GL Suite Software

1. Contract Term. This Contract shall be effective on the date this Contract has been fully executed by every party, and shall expire on the expiration of any Software Support Services Plan purchased in conjunction with Section 10 of this Agreement.

2. Grant of License. Company grants to Licensee and Licensee accepts from Company a non-exclusive, non-transferrable, perpetual license and right to use GL Suite software (the "Software") on the terms and conditions set forth in this Agreement, exclusively for the following purposes:

(a) Licensee's employees may use the Software for the purpose of performing their regulatory and support functions for Licensee.

(b) Licensee may install Software on one Internet server accessed by any agency employee. Licensee may install Software on an additional Internet server, which mirrors the initial server for the purpose of balancing the application hardware load among more than one server.

(c) Licensee may install Software on one or more servers for the purpose of confirming the functionality of the software in a test environment. Licensee may not allow use of Software on a testing server for the purpose of editing production or live data.

(d) Licensee may use the Software to support customers, licensees, and other third-parties for the purpose of providing these persons the ability to apply, renew and verify a license, permit, or registration and related information, documents and enforcement actions.

Licensee may connect third-party software to the Software through Company provided interfaces to support the use identified in this paragraph.

(e) Company perpetually licenses to Licensee the rights to develop new customized functionality, create and modify database objects, stored procedures, tables, fields and structures, create and modify customized reports and otherwise make customizations to the Software for the exclusive use of Licensee. All such developments by Licensee shall be considered part of the "Software."

(f) The "Software" includes all new releases and versions, and Customizations, as described in Section 7.

3. Certain Limitations. The Software license granted by this agreement is limited.

(a) Licensee may not use, copy, modify, or transfer the Software, or any copy, in whole or in part, except as expressly provided for in this agreement.

(b) Licensee may copy the Software only for backup purposes, provided that Licensee reproduces all copyright and other proprietary notices that are on the original copy of the Software provided to Licensee.

(c) Company retains all rights, title and interest in and to all software, documentation, derivative works and other intellectual property developed, designed, created or contributed by Company pursuant to this Agreement, excluding Licensee's domain name, and excluding the graphics and data supplied by Licensee.

(d) Licensee may transfer the Software and all rights under this agreement to another party together with a copy of this agreement if the other party agrees to accept the terms of this agreement and Licensee receives written authorization directly from Company prior to any such transfer. If Licensee transfers the Software, Licensee must at the same time either transfer all copies whether in printed or machine-readable form to the same party or destroy any copies not transferred. Any attempt to transfer any of the rights, duties, or obligations hereunder except as expressly provided for in this agreement is void.

(e) Licensee may not rent, lease, loan, resell for profit, distribute, or network the Software except as otherwise provided in this agreement.

(f) Licensee agrees not to disassemble, decompile, translate or convert into human readable form or into another computer language, reconstruct or decrypt, or reverse engineer, all or any part of the Software to develop new software with some or all of the functions of the Software.

(g) In the event Company ceases to exist and fails to assign its rights in the Software to another entity, Licensee shall have the right to make modifications of the Software source code notwithstanding the terms of this paragraph.

(h) Licensee shall not donate, distribute, license, sell or otherwise authorize the use or possession of modifications to any person other than Licensee's employees.

(i) Any software, reports, data structures, and other work product created as a consequence of Software Support Services shall become the exclusive property of Company. Company licenses without additional charge Custom Programs to Licensee. License shall include all rights granted under the Software License and the additional rights to decompile and modify the software, reports, data structures, and other work product created as a consequence of Customization Services.

(j) Software includes the distribution of other licensed software code subject to the limitations noted below:

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(b) Licensee agrees to maintain the confidentiality of the Software including all concepts, documentation, methods, processes and ideas, and the structure, sequence, and organization, designs, data models, tables and set-ups, and interfaces embodied, or expressed therein (the "Program Concepts") and to use same only as expressly authorized in this License. Licensee shall not disclose, provide, or make the Software or Program Concepts available in any form or medium to any person, in whole or in part, except on a confidential basis to such of

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(c) Licensee shall include all proprietary, copyright, trademark, design right and trade secret legends, in the same form and location as the legend appearing on the Software on all authorized backup and archival copies of the Software. Further, Licensee shall not remove any proprietary, copyright, trademark, design right or trade secret legend from the Software.

(d) Licensee shall, at its own expense, keep the Software free and clear of all levies, liens and encumbrances. Licensee shall give Company immediate notice of any attachment or other judicial process affecting the Software.

5. No Adequate Remedy. Licensee agrees that should it breach or threaten to breach any provision of this section, Company will suffer irreparable damages and its remedy at law will be inadequate. Upon any breach or threatened breach of this section by Licensee, Company shall be entitled to injunctive relief in addition to any other remedy which it may have at law or in equity.

6. Consideration, Invoices and Payment Terms

(a) The parties agree that Company will provide Software installation Services specified in the Initial Scope of Work Addendum.

(b) Company shall deliver Software installation Services to Licensee according to the payment schedule specified in the Initial Scope of Work Addendum of this contract. An invoice shall accompany delivery for any amount due by Licensee as a consequence of such delivery. Licensee shall pay each invoice in full within 30 days of receipt of the invoice

(c) The Software Support Services Plan will be invoiced on a quarterly basis and payment is required prior to the provision of the support services.

Software Support Services and Plans

7. Software Support Services and Plans. Company offers Software Support Services to Licensee. As described in Section 8, Software Support Services include Help Desk Support, Training and Documentation, and Software Patches and Releases. In addition, and also as described in Section 8, Software Support Services include all Customizations, Enhancements and Corrections, Conversion Services, and Hosting Services, including such services that are provided prior to production use of the Software in a live environment. The specific Software Support Services to be provided to Licensee, and the fees therefore, shall be determined by the type of Software Support Plan(s) purchased by Licensee pursuant to Section 9.

8. "Software Support Services" means any of the following services:

(a) Help Desk Support

i. 24 X 7 Emergency Support – Company provides access to a technical representative, who can be reached 24 hours a day, seven days a week to resolve critical issues.

ii. End-User Support – Company provides end-user support including telephone support for user-level questions about how to use Software to perform the user's job function.

iii. Configuration Troubleshooting – Licensee may call and get support from Company when Licensee's IT staff need help modifying the configuration of the software. Company will provide guidance, troubleshooting and examples on how to configure screens, fields, rules, reports and correspondence.

iv. Developer-to-Developer Support – Company provides access to Company software developers when Licensee's professional IT staff needs help with web site development, third-party application integration, custom GUIs, etc.

v. Hardware, Network and Security Tips – Company provides technical-level guidance to Licensee's staff to assist with hardware and network and security specifications. Company will offer suggestions on redundancy, load balancing, firewall configuration, etc.

vi. Architecture and Best Practice Guidance – Company will provide assistance to solve complex software design or architectural problems through access to Company's analysts. Company provides comprehensive business analysis and application component support.

vii. Online Remote Desktop Support – Company provides Licensee with Software Support Services that allow Company to view and interact with Licensee's desktop computer to troubleshoot problems and demonstrate functionality.

viii. Account Management – Company will assign an Account Manager who monitors Licensee's issues, coordinates regular service release installation, and tracks Licensee's business process cycles to help Licensee prepare for renewals and other busy times. The Account Manager is available for periodic reviews on the status of open issues and future goals.

ix. Local User Group Support – Company provides remote support for periodic meetings between Licensee and other local licensees of the Software. Support by Company includes providing existing training documentation, train-the-trainer support, technical support, product guidance, and remote presentations in support of the periodic meetings.

(b) Training and Documentation

i. GL Suite Web Courses – Company offers Licensee opportunities to attend regularly scheduled, live training sessions on the configuration of screens, security, rules, correspondence, reports and more. Courses via remote desktop demonstrations and conference call.

ii. Agency-Specific Process Training – Company provides Licensee’s employees with training on the use of the software to perform specific Licensee business processes.

iii. Software Training – Company provides Licensee technical staff with training on the administration, maintenance and configuration of the Software.

iv. Core Software Documentation – Company provides access to application use, administration and configuration manuals via the Company web site.

v. User Conference in Bend, OR – Licensee may attend Company’s annual User Conference in Bend, Oregon. The User Conference includes opportunities to: meet and learn from staff at other agencies that are using the Software, attend information and training sessions on new features, and meet directly with Company’s staff.

(c) Software Patches and Releases

i. New Software Versions – Company produces and makes available to Licensee an enhanced version of the Software under the same Software license terms of this agreement. An enhanced version of the software contains new or improved functionality not included in a previous version of the software, including but not limited to new releases to support compatibility with new releases of the Microsoft operating systems known as Windows Server and desktop operating systems, Microsoft Internet Explorer and Microsoft Office. Company may elect at Company’s sole discretion the features and compatibility of new releases. Company provides access to new versions of the Software on Company’s web site, along with documentation on changes, enhancements and installation instructions.

ii. Installation of New Software Versions – Company provides remote installation services for new versions of GL Suite.

iii. Core Software Patches – Company produces and makes available to Licensee a version of the Software that corrects Software defects or errors that prevent the Software from providing the functionality described in the Software documentation. Company provides access to Core Software Patches on Company’ web site, along with documentation on changes and installation instructions. Core software refers to the base, pre-configured/customized software application only.

iv. Installation of Core Software Patches – Company provides remote installation services for Core Software Patches of the Software.

(d) Customization, Enhancement and Corrections

i. Company provides services to specify, configure, design, program, test, implement, correct and document the Software as required to meet the business needs of the agency (such services collectively “Customizations”), pursuant to a written Scope of Work Addendum as agreed upon by Company and Licensee (the description of a Customization in a Scope of Work Addendum a “Specification”). For purposes of determining applicable fees, Customizations are classified as “Customization Projects” or “Customization Tasks,” as described in this Section 7(d).

ii. Customization Projects –

(1) A proposed Customization is a “Customization Project” if it includes the following: 1) functionality requests that require coordination between Company and a third-party; 2) functionality requests with three or more finite deliverables which must be delivered in a specific sequence to meet the Licensee’s business requirements; 3) functionality which may impact other aspects of the configured Software and therefore require a system test of an entire business process; or 4) service or functionality which requires the presence of a Company employee onsite at Licensee’s place of business.

(2) Company may determine a request is more than one Customization Projects if the activities are designed to produce more than one specific final output, the activities may start and stop independently of one another, an output is being produced for more than one internal or external customer, or the process steps substantially vary to produce the specific final output.

(3) Company designed the Software for the purpose of meeting multiple Licensee needs without modification of software code distributed to all Licensees. Customization Projects may include configuration of the Software, or other modifications to the Software, as determined by Company. Configuration includes making changes to the Software through existing Software interfaces designed for such purposes including, but not limited to, creating screens, fields, reports, business logic and correspondence. Company retains the right to determine whether the functionality requirements shall be provided by configuration of the Software or by other means.

(4) Company shall periodically create a project timeline, which identifies the latest date by which each party must perform specific duties in this contract in order to deliver timely Customization Projects.

iii. Customization Tasks – A “Customization Task” is a single request for a modification or defect correction of a customization of the Software except: 1) requests that are a Customization Project; or 2) an enhancement or defect in a Customization Project reported within thirty days following the delivery of a Customization Project or Task.

iv. Defect Correction – Company provides corrections to Customizations for thirty days following delivery of the Customization or Task. A “correction” means causing the functionality to perform in material conformity with an applicable Specification.

v. Installation of Configuration and Customization Corrections – Company provides remote installation services for configuration and customization corrections.

vi. Company may subdivide a Customization or other Software Support Service deliverable into one or more discrete deliverables for acceptance and payment by Licensee, as may be agreed to by Licensee in an applicable Scope of Work Addendum or an accepted Software Support Service request.

vii. Licensee acknowledges that failure to timely review or test scope deliverables or to allocate sufficient and timely staff resources necessary to accomplish the purpose of this contract shall delay the provision of Customization Projects, Tasks or Defect Corrections. The extent of the delay shall be determined by Company after consideration of Company's prior commitments to third parties, available Company resources, and Licensee's business needs.

(e) Conversion Services – Company transfers data from delimited or fixed length ASCII text files or an ODBC compliant data source to the Software. Transfer of data means the manipulation of data from a data source to the table structure utilized by Software. Currently used software must be intended to perform functionality similar to the functionality of Licensed Software. Conversion Services does not include the identification or correction of data-entry or normalization errors present in legacy systems. Licensee produces legacy data in the Company specified format along with documentation that describes the legacy data structure, relationships, fields and tables in sufficient detail to enable Company to convert the data to a format utilized by Software.

(f) Hosting Service – Company installs and maintains Software on a server(s) on Company's computer system or an alternate collocation facility chosen by Company; and, the provision by Company of all licenses, services and support required for the Software to be accessed via the Internet and meet performance, functionality and security requirements described in this Software agreement.

i. Company shall be responsible for backing up the following components: application and database servers, application operating system, and configuration databases.

ii. Company shall perform daily incremental backups with weekly full backups. Backup media shall be rotated off-site on a weekly basis. The Company shall test recovery operations on a regular basis. The Company shall recover operations as necessary.

iii. Company may decline to install on Company's computer system any customization not developed by Company based upon the reliability, design and/or resources required by such customization.

iv. Company, in its sole discretion, may secure domain names and assign Internet address space (subject to reasonable availability) for the benefit of Licensee, and Company will route those addresses on Company's network; it being understood and agreed that neither Licensee nor any of its "Users" shall have the right to route these addresses. Licensee shall have no ownership interest in any IP addresses which Company obtains on Licensee's behalf and Company retains ownership of all such IP addresses, and upon termination of the Software Support Service, Licensee's access to and utilization of such IP addresses shall terminate.

v. Company makes reasonable efforts to provide continuous internet access to Software. Company periodically disables access to Software for the purpose of maintenance and repair of Company's computer systems and Software. Company shall attempt to provide 24 hours' notice to users of the Software of planned access outages

and such outages shall be scheduled during off-peak hours when possible. Unplanned outages may occur at any time due to failure of the Software, failure of the company's computer systems or failure of another party providing services relating to the Company's Internet access. Such unplanned outages may occur during peak usage times – even during the Licensee's peak renewal periods. Company shall immediately notify Licensee when an unplanned outage occurs and shall take reasonable efforts to restore Internet access to the Software when an unplanned outage occurs.

vi. Company is responsible for exercising a reasonable standard of care to maintaining the security of sensitive data, regardless of ownership. In event of a breach of the security of the sensitive data the Company will immediately notify the Licensee and work with the Licensee regarding recovery and remediation.

vii. The Licensee may inspect and review vendor operations for potential risks to the Licensee operations or data. The review may include a physical site inspection and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

viii. Company shall provide: effectively deployed and administered firewalls, intrusion detection with 24x7 alerting capability, incident response support, access controls to enforce restrictions on a need-to-know basis, established and tested policies and procedures, contingency plans and disaster recovery plans, security testing and evaluation process for security controls, to include regularly scheduled, at least annually, vulnerability assessments. Configuration settings required to maintain the system's security on the system itself and other Licensee systems that interface with it.

ix. The cost of SSL Certification for Licensee websites that use a glsuite.us domain is covered by Company. Licensees using custom URLs assume the cost of the corresponding SSL Certification.

9. Software Support Plans. Licensee shall have the right and option to purchase Software Support Services, at the rates specified in the Pricing Addendum, from Company for the term of the contract. Licensee may purchase Software Support Services under a GL Simple Plan and/or a combination of Hourly-Rate Support, Fixed-Price Support and/or Annual Maintenance and Support, as selected by Licensee (each a "Software Support Plan").

(a) "**GL Simple Plan.**" Under the "GL Simple" plan Customizations, Help Desk Support, Training and Documentation, Software Patches and Releases, and Hosting Services are provided by Company to Licensee on a month-to-month basis at a predetermined, fixed monthly cost.

i. Licensee may elect one of the following GL Simple service level agreements (“SLA”). Maximum Customization Tasks/Customization Projects per SLA:

SLA	Max Customization Tasks	Max Customization Projects
Standard	0.50 tasks/user/year	0.10 projects/user/year
Professional	4 tasks/user/year	0.25 projects/user/year
Enterprise	7 tasks/user/year	0.5 projects/user/year

ii. Fractional numbers of Customization Projects or Tasks will be rounded to the nearest whole number.

iii. Every SLA requires a minimum of one Customization Project per year, and a maximum of 12 Customization Projects per year.

iv. Every Professional SLA requires a minimum of twenty-four Customization Tasks per year. Every Enterprise SLA requires a minimum of forty-eight Customization Tasks per year.

v. Licensees purchasing a GL Simple Software Support Services must purchase a support plan for the number of actual named users of the Software or two users, whichever is greater. Licensees with 8 or fewer named users may not purchase the Standard SLA. Licensees with more than 75 named users may purchase GL Simple for a maximum of 75 named users but shall receive Software Patches and Releases for all actual users of the Software.

vi. Licensee may request any number of Customization Projects or Tasks in a given year and Company shall provide Software Support Services to the Licensee for those requests in the order specified by the Licensee, until Licensee’s requests meet the maximum number of Customization Projects or Tasks purchased under Licensee’s GL Simple Plan. If Licensee requests additional Customization Projects or Tasks in excess of the maximum number purchased under Licensee’s GL Simple Plan, Licensee may incrementally increase the number of Customization Projects or Tasks within the SLA by paying an “Escalation Fee” in the amount applicable pursuant to the Pricing Addendum.

vii. At the Company’s sole discretion, Company may establish reasonable policies affecting the concurrency of project fulfillment and the request timing required to perform requests within a SLA.

viii. All GL Simple Plans shall be purchased for an annual term. Upon the expiration of any annual term, the GL Simple Plan then in effect for Licensee shall be automatically renewed for an additional annual term, unless Licensee has provided

Company written notice of non-renewal or request to change Software Support Plans prior to the date of expiration.

ix. Licensee must purchase GL Simple Enterprise SLA for a period beginning with the execution of this Agreement until not earlier than the date of the first production usage of the Software.

x. Certain Project Management, Training and Conversion Services may be considered Customization Projects provided under a GL Simple Plan, as may be agreed upon by Company and Licensee pursuant to the Initial Scope of Work Addendum or subsequent Scope of Work Addendum.

(b) “Annual Maintenance and Support Plan” means the provision of certain Support Services by Company to Licensee for a one-year period at a predetermined, fixed cost. RFP Required Support Plans include only the provision of Software Support Services required within Licensee’s procurement document.

(c) “Modifications/Customization/Training” means the purchase Software Support Services on a time and materials basis, as referred to as “Training Cost” and “Modification/Customization” costs per hour in Attachment C: Cost Sheet.

i. Hourly Rate Support is rendered on a time and materials basis regardless of the actually work product produced, if any.

ii. Hourly Rate Support may be used to acquire any Software Support Service except items under the Software Patches and Release section.

iii. Company makes no warranty on functionality developed on an Hourly Rate basis. Licensee must purchase additional Software Support Services to correct defects.

iv. Upon request by Licensee, Company shall specify and provide a written authorization approval form for each Hourly Rate Software Support Service. The request shall contain a description an estimate of the hours required to complete the Software Support Service. Upon written approval by Licensee, Company shall perform Software Support Services.

v. Company shall notify and request additional approval from Licensee to continue providing Hourly Rate Support if the objective of the request is not met and the hours actually expended exceed the approved estimate.

vi. Licensee may decline or revoke initial or subsequent Hourly Rate Support authorizations at any time. In the event of a declined or revoked authorization, Licensee shall pay to Company for all hours expended prior to the refusal or revocation regardless of work product produced.

(d) “Fixed-Priced Support” means the provision of a specific Software Support Service by Company to Licensee on a fixed-cost basis.

i. Fixed-Priced Support is rendered at a quoted price without regard to the time or material expended by Company.

ii. Fixed-Priced Support may be used to acquire any Software Support Service.

iii. The right to purchase a Software Support Service under the section Software Patches and Release may be terminated by Company unless Software Patches and Releases were purchased continuously from for first production usage of the Software by Licensee.

iv. Upon request by Licensee, Company shall specify and provide a written authorization approval form for each Fixed-Price Software Support Service. The request shall contain a specification of the Software Support Service and the total cost of the request. Upon written approval by Licensee, Company shall perform the Software Support Service.

v. Licensee shall pay Company the total cost of the approved request upon completion of the Support Service. The total cost of the request shall be based on the estimated time and material to complete and support the request through the expiration of the warranty.

vi. Licensee may revoke a Fixed-Price Software Support authorization at any time. In the event of a revoked authorization, Licensee shall pay to Company the total cost of the Fixed-Price Service regardless of work product produced, if any.

vii. Company warrants for 90 days following completion of the Software Support Service, that Fixed-Priced Support deliverables will conform to the applicable Specifications in all material respects, and will be free from material defects in operational performance. Company will, at its own expense, promptly correct all such deficiencies reported by Licensee in writing during the warranty period even if the period to perform such corrective action extends beyond the original warranty period. If such non-conformity cannot be corrected, worked around, or replaced, then Company shall refund any amounts paid for the Fixed-Priced Support request already paid. This remedy is Licensee's sole and exclusive remedy for any non-conformities, defects or errors and all performance or non-performance problems related to the Fixed-Price Support request.

(e) **"Service Contract"** means the advance purchase of Hourly Rate or Fixed-Priced Software Support Services in hourly increments specified by Licensee of not less than 100 hours per Service Contract.

i. Company shall estimate Fixed-Priced and Hourly Rate Support hourly charges at the applicable hourly rate, less ten percent, to the extent of Service Contract hours not yet expended by Licensee.

ii. Company shall track and account for Service Contract hours purchased and expended. Company shall deduct approved Fixed-Priced and Hourly Rate Support hours from Licensee's Service Contract account each month.

iii. Service Contracts commence upon receipt of payment and terminate after the Licensee expends all amounts in the account or upon the expiration of this contract, whichever occurs first.

iv. Fees paid for a service contract are non-refundable.

v. For any Software Support Service provided by Company pursuant to a Service Contract, Company shall provide a monthly invoice to Licensee, which shall itemize in detail the nature of support provided, the employee who provided the support, the time billed to client, and, when applicable, the remaining Service Contract hours, if any.

(f) Software Support Services will only be provided for the most current and immediately prior version of the Software in effect at the time the Software Support Services are requested.

Other Terms

10. Acceptance. Licensee agrees that any the following conditions constitute acceptance of the Software by Licensee, in the form delivered by Company, including acceptance of a Customization or other Software Support Service deliverable:

(a) Written acceptance by Licensee;

(b) Production use of the Software (or, as applicable, Customization or other Software Support Service deliverable) in a live environment; or

(c) Failure to inspect and report defects regarding the Software within fourteen calendar days after delivery by Company.

11. Software Warranties.

(a) Company warrants that for a period of ninety (90) days from the date of initial installation of the Software (the "Warranty Period"), the Software and Customization Services will function in material conformity with the description, definition, specification and functional requirements set forth in this License and the Scope Deliverables, and will be free from material defects in operational performance. Company will, at its own expense, promptly cure all breaches of the foregoing warranty reported by Licensee in writing during the Warranty Period even if the period to perform such corrective action extends beyond the Warranty Period. If such non-conformity cannot be corrected, worked around, or replaced, then Licensee may terminate this License and all funds previously paid to Company during the current License term shall be refunded immediately to Licensee. These remedies are Licensee's sole and exclusive remedies for any non-conformities, defects or errors and all performance or non-performance problems related to the Software, Software Support Services, or this License, including without limitation any breach of warranty by Company.

(b) Company warrants that Company has the full power and authority to grant the rights granted Licensee hereunder with respect to the Software, and neither the License or use by Licensee of the Software, as permitted under this License, will in any way constitute an infringement or other violation of any copyright, patent, trade secret, trademark or any other intellectual property right of any third party.

(c) In the event Software requires updating due to Federal, State statutory or regulatory requirements affecting Licensee, the Company's Software development department shall give

its highest priority to the implementation of such updates, but Company does not warrant that all such updates will be completed, or that any updates will be completed by a certain time.

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

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

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12. Assignments by Company

(a) Any and all rights and interests of Company under this License may be assigned, either in whole or in part, without notice to Licensee, and Licensee agrees that its rights under this License are expressly subject and subordinate to any and all security interests which may now or hereafter be placed by Company or its assigns upon the Software. All references in this subparagraph to assignment shall be deemed also to include any pledge, mortgage, transfer or other disposition.

(b) Subject always to the foregoing provisions of subparagraph (a) of this section, this License shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties hereto and, where appropriate, their heirs, legatees and personal representatives.

13. Defaults and Remedies

(a) If (a) Licensee fails to pay any payment provided herein within thirty (30) days after the same is due and payable, or (b) Licensee fails to observe, keep or perform its obligations, covenants and agreements hereunder and does not cure such failure, within thirty (30) days after the sending of notice of such default by Company, or (c) any representation or warranty herein made by Licensee shall be proved to have been false or incorrect in any material respect when made, then and in each such event Company shall have the right, with thirty (30) days notice or demand, to exercise any one or more of the following remedies:

i. To sue for and recover all payments, then due or thereafter accruing hereunder;

ii. If Licensee fails to surrender the Software and make assurances the Software was completely removed from all storage media controlled by Licensee, to bring an action in a court with jurisdiction over Licensee seeking injunctive relief mandating such removal and surrender of the Software;

iii. To terminate this License as to any or all items of the Software; and

iv. To pursue any other remedy available at law or in equity.

The foregoing remedies are cumulative and not exclusive or sequential.

(b) Licensee shall provide no less than thirty (30) days written notice and allow such period to cure any warranty breach. Company and Licensee agree that thirty (30) days written notification, as defined in the "Notices" section of this contract, are a substantive, material and essential to the ability of the parties to perform their respective responsibilities.

14. Payment Obligation Absolute. Licensee's obligations under this License, including the obligation to pay license fees unabated, shall continue in full force and effect regardless of any inability of Licensee to use the Software because of war, governmental regulations, or strikes, unless for breach of contract or warranty.

15. Expenses of Company and Interest.

(a) Licensee shall reimburse Company for reasonable costs and expenses, including attorneys' fees, incurred by Company in exercising any of its rights or remedies in enforcing any of the terms, conditions or provisions hereof.

(b) Should Licensee fail to pay any amount required hereunder to be paid by Licensee to Company, within thirty (30) days after the due date thereof, Licensee shall pay unto the Company interest on the unpaid amount of such delinquent payment at the rate of eight percent (8%) per annum from the date such payment was due until it is paid in full, or, in the event such rate exceeds that which is permitted by applicable law, the highest permissible rate.

16. Miscellaneous.

(a) This agreement creates no liability or responsibility for Company to maintain, setup, troubleshoot or otherwise support computer systems owned by Licensee. Licensee shall provide hardware and support for computer systems owned by Licensee.

(b) Company shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to this Contract.

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

(d) **Professional Liability Insurance.** Company shall maintain during the term of this Agreement professional liability insurance with a combined single limit, or the equivalent, of not less than one and one-half (1-1/2) times the total amount payable to Company under this Agreement for each claim, incident or occurrence to cover damages caused by error, omission, or negligent acts related to the professional services to be provided under this Agreement.

(e) **General Liability Insurance.** Company shall maintain during the term of this Agreement general liability insurance with a combined single limit, or the equivalent, of not less than one and one-half (1-1/2) times the total amount payable to Company under this Agreement for each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnities provided under this Agreement and endorsements for products, completed operations and personal injury. It also shall provide that the Licensee and their agencies, subdivisions, officers, employees and agents are additional insured but only with respect to Company's services to be provided under this Agreement.

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

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

(h) **Certificates of Insurance.** The certificates shall specify all of the parties who are additional insured and shall indicate all deductible amounts or retentions for all self-insurance. If requested, complete copies of insurance policies shall be provided to Licensee. Company shall be financially responsible for all pertinent deductibles, self-insured retention, and self-insurance.

(i) **Notices.** Any and all notices ("Notices") which either party hereto may desire to give to the other party hereunder shall be deemed to be duly given if and only if mailed by registered or certified mail, postage prepaid, addressed to the other party at its address as set forth below or at such other address as such party may designate to the other party in writing from time to time. Notification by any other means shall be considered a service request and a waiver of any related breach of contract dispute until such time as the party provides notice in accordance with this paragraph.

If to Company: GL Suite, Inc.

PO Box 591

Bend, Oregon 97709

If to Licensee:

(j) **Waiver.** The waiver by either party, or the failure by either party, to claim a breach, or give notice with respect thereto, of any provision of this License shall not be, or be held to be, a waiver of any subsequent breach, or as affecting in any way the effectiveness, of such provision.

(k) **Headings.** The headings of the sections of this License have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions hereof.

(l) **Access of Company.** Company shall at reasonable times and in a manner that minimizes disruption of the Licensee's operations have the right to enter into and upon the premises of the Licensee during business hours for the purposes described by this contract, inspecting the software, observing its use or otherwise protecting Company's interest therein. Licensee shall, whenever requested by Company, advise Company of the exact location of the Software. Subject to Licensee's review and approval of data access security precautions, Licensee shall establish a secure method by which Company can perform remote administration and updates to the installed Software.

(m) This License may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one agreement which is binding upon all the parties hereto, notwithstanding that all parties are not signatories to the same counterpart.

(n) This License and all rights and obligations of the parties hereunder and all rights and obligations of the parties shall be governed by, and construed and interpreted in accordance with, the laws of the State of Oregon applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance. This License may only be amended in a written agreement executed by authorized representatives of both parties hereto.