

SOE SOFTWARE RESPONSE

RFQ #SOS201209
CAMPAIGN FINANCE REPORTING SYSTEM

Prepared Exclusively for

The West Virginia Secretary of State



January 28, 2013

SOE SOFTWARE RESPONSE TO

RFQ #SOS201209 CAMPAIGN FINANCE REPORTING SYSTEM

Prepared Exclusively for

The West Virginia Secretary of
State

SEALED BID

BUYER: GUY NISBET
RFQ. NO.: SOS201209
BID OPENING DATE: 01/31/13
BID OPENING TIME: 1:30 PM
FAX NUMBER: 813-207-2047





a ScytI company

January 28, 2012

State of West Virginia
Department of Administration, Purchasing Division
Attn: Mr. Guy Nisbet
2019 Washington Street East
Charleston, WV 25305-0130

RE: RFQ SOS201209 CLOUD BASED CAMPAIGN REPORTING SYSTEM

Dear Mr. Nisbet:

Pursuant to your request through referenced RFQ, we are pleased to submit the attached proposal. ScytI, and wholly owned subsidiary SOE Software are jointly teaming up to provide the State of West Virginia the most secure, feature rich, CLOUD BASED CAMPAIGN REPORTING SYSTEM. Clarity CFINANCE provides a secure; cloud based reporting system that will help the WVSOS meet the requirements of Chapter 3, Article 8 of the WV Code pertinent to campaign finance.

Our technology is engineered with a combined 26 years of secure election specific experience and our Clarity CFINANCE system can be customized to each unique environment. In every instance of working with our customers- we have been able to convert customers from their legacy environment to a new customized business solution that meets the specific needs of the organization.

We are already West Virginia's trusted advisor for your Electronic Ballot Delivery System, used during the 2012 General Election- we learned much about working with the WVSOS office and each of the 55 counties working with you in that capacity.

Our team is greatly looking forward to partnering with the WVSOS office again on our industry-leading Clarity CFINANCE application with your staff. If you have any questions about our proposal, please contact me at 813-865-7548 or bmurphy@soesoftware.com. You may also contact our VP of Business Development Branden Elwell at 813-490-7231, or belwell@soesoftware.com.

Thank you again for the time and consideration,

Best Regards,

A handwritten signature in black ink that reads "Bill Murphy". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Bill Murphy
Director of Business Development
SOE Software Corporation
bmurphy@soesoftware.com
(813) 865-7548 (Office)
(813) 503-3668 (Mobile)
www.soesoftware.com

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.

SOE Software
(Company)


(Authorized Signature)

CEO Marc Fratella
(Representative Name, Title)

(813) 503 3668
(Phone Number)

(813) 207 2047
(Fax Number)

1/28/13
(Date)

RFQ No. 505 201209

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 the debt owned is an amount greater than one thousand dollars in the aggregate

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.

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: SOE Software

Authorized Signature: [Signature] Date: 1/23/13

State of Florida

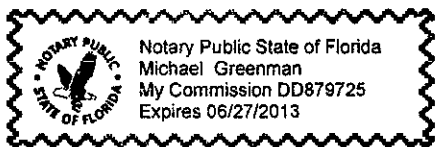
County of Hillsborough, to-wit:

Taken, subscribed, and sworn to before me this 23rd day of January, 2013.

My Commission expires 6/27/2013, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]





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

Solicitation

NUMBER
SOS201209

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-8802

RFQ COPY

TYPE NAME/ADDRESS HERE
 SOE Software, A SCYTL Company
 5426 Bay Center Drive Suite 525
 Tampa, FL 33609


SHIP TO

SECRETARY OF STATE
 BUILDING 1, ROOM 157K
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0770 558-6000

DATE PRINTED
12/06/2012

BID OPENING DATE: 01/17/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		205-62		
CLOUD BASE CAMPAIGN REPORTING SYSTEM						
REQUEST FOR SOLICITATION (RFQ)						
THE AGENCY THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY THE WEST VIRGINIA SECRETARY OF STATE IS SOLICITING BIDS FOR AN OPEN-END CONTRACT FOR A CLOUD BASED SOFTWARE AS-A-SERVICE SOLUTION FOR THE MANAGEMENT OF CAMPAIGN FINANCE REPORTING PER THE ATTACHED.						
***** THIS IS THE END OF RFQ SOS201209 ***** TOTAL:						

SIGNATURE 	TELEPHONE 813 503 3668	DATE 1/28/13
TITLE CEO	FEIN 82-0565032	ADDRESS CHANGES TO BE NOTED ABOVE

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: SOS201209

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

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

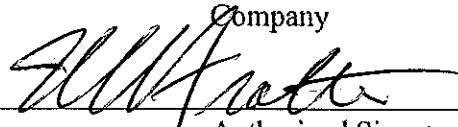
Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

SOE Software

 Company


 Authorized Signature
 1/28/13

 Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

INTRODUCTION

SOE Software has put together the following information for the purpose of response to The State of West Virginia's RFQ #201209. SOE is a leader in secure election modernization and has built one of the most comprehensive Campaign Finance management solutions being used today at either the state or county level. The ability to provide secure and reliable election innovation through our solutions is based on a collaborative approach to harnessing new election technology and aggressively supporting our clients that use this technology. Election technology now has moved across the boundary of a single vendor supplier, to election technology alliances that provide bundled solutions that can achieve the required goals of our clients for all stages of the election process. SOE's solutions achieve this and more – from protecting legacy investments in technology, to supporting the introduction and operation of newer technology.

What you will see from the response below is a solution that provides a simplified, streamlined process for your filers and staff and a dynamic, elegantly designed public portal that will provide complete transparency into the states campaign finance process.

For over a decade, the SOE Software Clarity Software Suite - developed specifically for elections – has helped numerous government jurisdictions connect with residents, and voters, and our nationwide community continues to grow. Now serving over 2000 Cities, Counties and States - including 18 statewide applications, SOE Software will build your web campaign finance portal with the future in mind, through experienced and knowledgeable service and support to regular upgrades and enhancements that ensure your campaign finance process is state of the art and provides the functionality and ease of use that will get WV recognition as a leader in election transparency. Here's how:

THE SOE TEAM CLEARLY UNDERSTANDS YOUR STATED OBJECTIVES TO:

- Provide the State of West Virginia a Cloud based Campaign Finance reporting system that meets or exceeds the requirements of Chapter 3, Article 8 of the WV Code pertinent to campaign finance.
- Implement a cloud based system that is accurate and provides consistent system performance. It must be simple to use by all stakeholders (agency, committees, media, and other interested parties) for filing and retrieving data.
- Implement a cloud-based system that follows best practices for application design, database modeling, and security.
- System will meet the requirements detailed in this RFQ.

UNIQUE VALUE OF SOE SOFTWARE:

EXPERIENCE

SOE Software is completely focused on the needs of election offices and how to help them do more with less. Our team of developers uses the latest technologies and software development methodologies to ensure the technology partnerships we develop are based on a sound foundation. SOE has extensive experience adapting our applications to provide smooth and simple user interfaces with a number of various EMS and state legacy application systems. This project delivery will be produced by a team of the industry's best designers, programmers, content developers and project managers who use those standards to build accessible and interactive solutions.

SERVICE

Our mission is to produce the most usable, useful and effective web based election solutions. From design and development through training and launch, producing West Virginia's Campaign Finance Portal will be a collaborative effort. Our clients are our best references and will attest that our commitment to your success continues long after your product goes live.

COMMITMENT

With the acquisition by SCYTL, the new organization has a truly global presence with over 26 years of combined election experience. Our portfolio of solutions has been designed specifically for elections and has a client base that consists of 15 countries, 32, states & territories, and over 2000 jurisdictions making us the most focused election technology provider in the world. Our organization has an 83% market share in the binding e-election space (15 of 18 countries); largest patent portfolio- 21 granted 20 pending; highest level of security- audited and certified by 12 governments across the globe; and our technology has helped manage over 100,000 elections. We are currently West Virginia's partner for ballot delivery and look forward to the opportunity to continue our partnership with our Cloud based Campaign Finance technology.

SATISFACTION

Based on the requirements presented in this document SOE feels that we can provide the State of West Virginia with a superior campaign finance solution in the time frame you have laid out. Our conversion methodology and expertise in working with some of the largest government jurisdictions in the nation, with very complex legacy & EMS systems, and within the shortest timeframes are some of the reasons we are still in business after 14 years. No one else can match our experience and our service to you.

The following response outlines a secure solution that will greatly improve West Virginia's campaign filing process, reduce your staff's workload, provide cutting-edge functionality and, most importantly, provide The State of West Virginia with a sophisticated online resource that promotes open and transparent access to your campaign finance reporting system. We are looking forward to working with The State of West Virginia to demonstrate our commitment to your success.

WHO IS SOE SOFTWARE?

SOE Software Corp., a division of SCYTL US, is headquartered in Tampa, FL. SOE was incorporated in 2002 and has provided election specific software solutions to election officials since 1997. Through our experience and superior quality, we have gained the unwavering trust of top election officials nationwide. SOE Software has been selected to provide election modernization solutions in 32 States & territories and 2000 jurisdictions across the country.

SOE Software provides Elections Officials and their staff with secure technology they need to communicate; provide transparency to their constituents, ensure efficiency and cost control management. West Virginia's transition to our leading-edge technology solution, Clarity CFINANCE, will result in significant technological and efficiency changes in every aspect of the State's process for delivering reports and required information to all stakeholders that utilize the new campaign finance system.

SOE Software highlights include:

- Election Customers in 32 States & territories (AL, AR, AZ, CA, CO, CT, DC, FL, GA, IL, IN, KS, KY, MI, MN, MS, NC, NE, NM, NY, NJ, OK, OH, Puerto Rico, SC, SD, TN, TX, UT, VA, WA, WV)
- 18 Statewide Clarity implementations
- The nation's leader in software built for Elections
- Products enhanced through collaboration with election officials



INDUSTRY LEADING EXPERTISE

SOE Software is proud to admit our strongest advocates are our satisfied customers, election leaders across the United States and other countries. With customers in over 2000 jurisdictions in 32 states SOE Software is able to leverage "best practices" gained from each implementation to enhance the solutions we deliver to each new customer whether at the city, county or state level. Our extensive roster of customers spans size, demographics, geography and voting equipment type and vendor. While all modules of the Clarity Election suite are agnostic to voting equipment type or vendor, SOE Software currently works with customers who utilize equipment from every major tabulation equipment vendor.

Customer Examples

Jurisdiction	Modules Utilized	Client History
North Carolina State Board of Elections	Clarity CFINANCE, Training, ENR, Support, Control, Mobile, Connect	2007 - Present
Broward County Supervisor of Elections	Clarity CFINANCE, Training, ENR, Connect	2005 - Present
Palm Beach County Supervisor of Elections	Clarity CFINANCE, Control, ENR, Connect, Training	2005 - Present
Sarasota County Supervisor of Elections	Clarity CFINANCE, Connect, Training, Control, Support	2008 - Present

SOLUTION SUMMARY

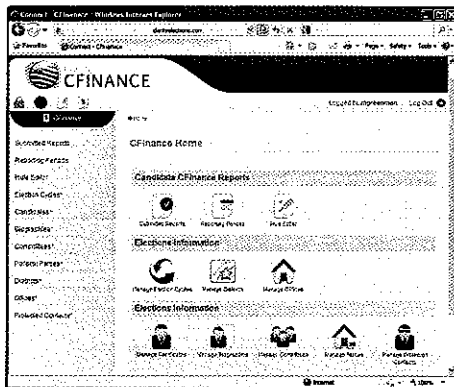
Clarity CFINANCE – CAMPAIGN FINANCE DISCLOSURE

Clarity CFINANCE provides a simple web-based interface for candidates, political parties and committees to securely enter campaign finance data online and have it automatically populated onto required forms thus reducing submission errors and audit time by staff looking for submission errors.

The Clarity CFINANCE solution gives your office the ability to provide complete public disclosure of campaign finance data with very little administration. This tool was designed to provide campaign finance information to the public (voters, candidates, political parties and media) to reduce time spent by your staff fulfilling public information requests, making copies, and assisting with research of historical finance data.

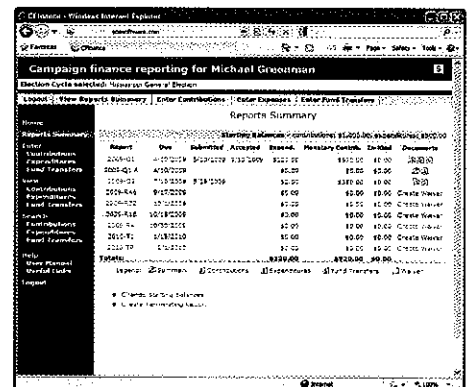
WEB-BASED DISPLAY OF FINANCIAL DATA

- Web-Based Portal for Candidates, Parties and Committees enhances transparency
- Pre-Formatted Reports to Reduce Errors and Simplify Form Submission
- Warning Flags to Assist With Potential Violations of Campaign Finance Laws
- Robust reporting provides comprehensive clarity on Campaign Contributions



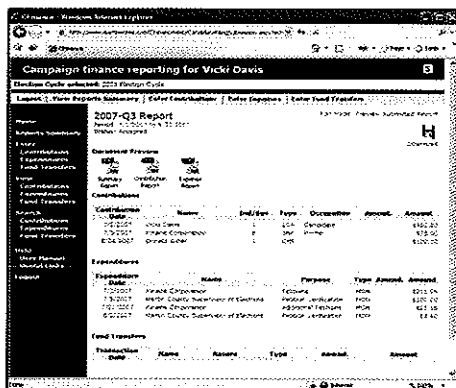
REDUCE STAFF REVIEW TIME

Clarity CFINANCE reduces the time spent reviewing paper reports for simple calculating errors and omissions. This type of data presentation will bring a new level of transparency to the Campaign Finance process that will reflect very well on your office.



CUSTOM REPORTING PERIODS

Clarity CFINANCE empowers elections offices with the ability to define reporting period's specific to each office, committee type and election. Defined periods take the burden of assigning transactions to reporting periods away from filers which reduces errors and ensures accuracy.

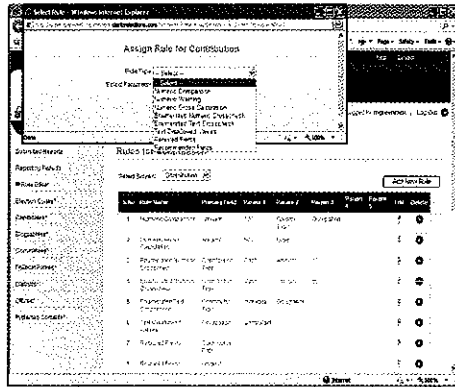


PRE-FORMATTED REPORTS TO REDUCE SUBMISSION ERRORS

Candidates, Political Parties, Committees, and other entities required to submit forms, will no longer have to fill out required campaign finance forms. Clarity CFINANCE takes the data entered and places it onto electronic versions of the forms ready for submission.

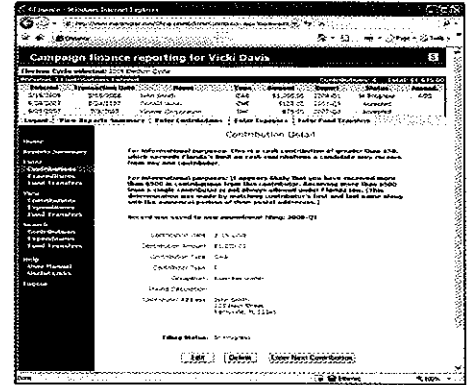
WARNING FLAGS TO AVOID POTENTIAL VIOLATIONS

To reduce the risk of errors or omissions, Clarity CFINANCE is pre-loaded with logic to look for potential issues with data entry and other limits. This reduces time spent auditing transactions by staff and expedites posting of data to the web.



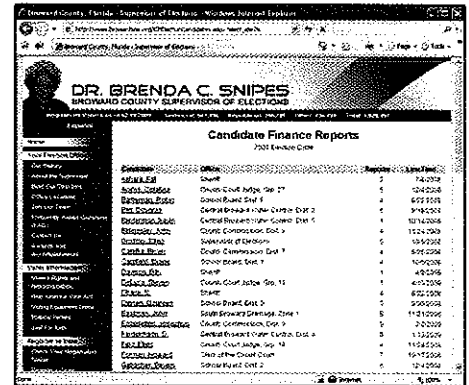
RULE MANAGEMENT CONFIGURATION

The administrative portal of Clarity CFINANCE comes standard with the ability to customize the rules and feedback received by campaign finance filers at any time. This allows elections administrators to make changes quickly to adapt to the ever-changing nature of campaign finance laws.



WEB-BASED PUBLIC PORTAL

Clarity CFINANCE comes standard with the capability to be accessed from any computer with internet access. There is no software to install and all information is easily accessible by the elections office.



PROJECT APPROACH

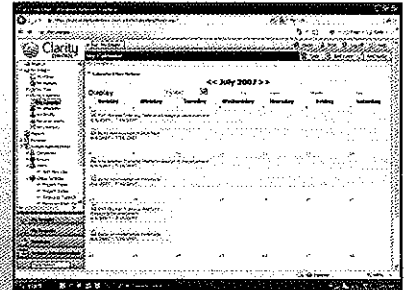
The SOE Software Team will conduct this project using its experience in implementations of similar size and scope including our Campaign Finance deployment in the State of North Carolina. Through the use of other SOE Software Clarity Software Suite modules, the SOE Team will simplify and organize this project with maximum insight.

Clarity CONTROL will be used to manage the implementation



Control

SOE Software will provide the State with Live On-Demand visibility into the status of the project via our Online Project Management Tool, Clarity CONTROL. The State of West Virginia will be provided with secure web based access to the tool. Upon authorized access, The State will be able to view task lists, review Gantt charts and monitor customized dashboards that track the progress of the implementation process. The program is pre-loaded with the project plan which is housed on a secure server, for anytime access on any computer with internet connection.

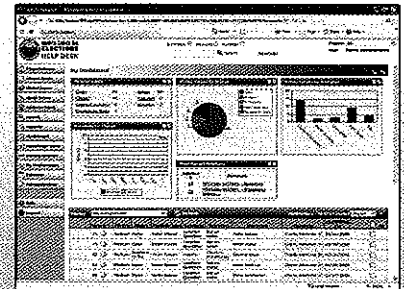


Clarity SUPPORT will be used to communicate and track issues



Support

To document and track any questions or problems in the rollout of the campaign finance application, SOE Software will provide the WVSOS Office with access to our Online Call Center Support Tool, Clarity SUPPORT. West Virginia project personnel will be able to view call log reports, review customized dashboards that track the progress of the implementation process and common issues. This information can then be used to communicate implementation issues to SOE Software.

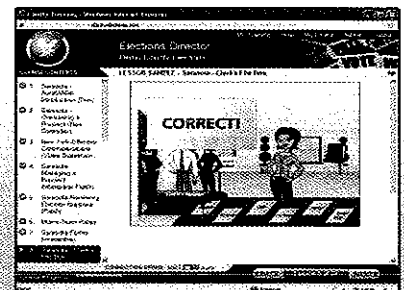


Clarity TRAINING will be used to train staff on administration



Training

SOE Software intends to leverage its Online Training Platform, Clarity TRAINING to provide custom developed content, including videos and interactive exercises that will explain the process of using this new application. This training content will be available to both internal and external users and will ensure the successful adoption of the product. **This capability is a key differentiator between the SOE team and any other respondent to this RFQ.** The platform has already been used in many states and training content can be added for instant access to uniform training for all users.



PROJECT PHASES

1. Project Plan

The SOE Software implementation team will work with the WVSOS to create a detailed project plan to manage and track the project status and allocate resources. We will employ SOE's Clarity CONTROL web based Project Management portal for this particular implementation which will provide maximum visibility for the state and create a shared sense of ownership and accountability amongst the project team.

2. Design and Planning

The SOE Software team will utilize its experience to begin the project rollout immediately following the execution of the contract. The process begins with a Kick Off conference call where we will better define the key objectives and contacts, as well as priorities and timelines to ensure that we understand what is most important to you and begin our partnership on the right foot. Information gathering will be a vital task during this phase of the implementation. Our product manager will work directly with the State team to define the currently work flow in West Virginia and solidify all system requirements prior to development and configuration. Client participation and sign off is critical at this point to be certain all needs are being met.

3. Installation and Configuration

The State of West Virginia will benefit from SOE Software's team knowledge of working with SVRS applications and State Election departments across the country. The scope and terrain of this project will not be new to the SOE Software team. Because some of the software will be hosted by West Virginia, we will need to work together closely to ensure communications are clear and that we all understand the environmental requirements. Software configuration will be managed through SOE Software initially as part of the implementation plan, and then users will be trained on how to make any changes allowed by State administrators.

4. Data Migration

SOE Software will work with the WVSOS office to develop integration and a secure give and take of information to ensure the solution works as required. We have a tremendous amount of experience in working with legacy data systems and have a proven conversion methodology. The SOE project implementation team is comprised of technical experts including database administrators and development resources as well as project managers with direct election industry expertise. This team will work with all necessary parties to collect all existing materials and populate the database prior to delivery. We have the ability to provide pre-defined data schemas if the current WVSOS system allows for customized exports, or our technical team can work directly with the WVSOS team to define custom schemas to meet the requirements of both systems.

5. Testing

Prior to full delivery of the platform, The State of West Virginia will be able to test the platform after system training takes place. Through the course of the implementation, the SOE Software team will work closely with the State to configure and populate the platform with the initial information. A User Acceptance Testing (UAT) environment will be created to allow the state team to review and sign off on configuration, data, and custom enhancements as we move through the development and implementation process. During UAT, the state team will have access to Clarity SUPPORT to log and monitor any issues found. The Account Manager or Project Manager leading the implementation will be available throughout this phase to provide direction or clarification on any aspect of the application.

PROJECT PHASES (continued)

6. Implementation

Through the experience of multiple statewide implementations of the Clarity Software Suite across the country, SOE Software is prepared to manage the process of meeting the intended goals of the WVSOS office. With best practices learned in 2000 jurisdictions across the country, the Clarity CFINANCE solution will integrate seamlessly with the WVSOS's workflow and operations. SOE uses best practices from 15 years of experience and always takes new technology, suggestions and experiences in order to bring the most dynamic solutions to our clients. The SOE team understands that each implementation has unique attributes and The State of West Virginia's solutions will be developed and configured specifically for the elections department and the WVSOS office. All input will go under advisement and sign-off before everything has been configured.

7. Documentation

SOE Software's Clarity CFINANCE platform is embedded with help documentation to assist internal and external users with the tool. Additionally, SOE intends to provide our Clarity TRAINING product, with custom developed content geared around the use and administration of the Clarity CFINANCE application. Additionally, SOE will provide the training documentation as required by the RFQ.

8. Software Maintenance

SOE Software Maintenance of Assurance program will provide hosting of the platform, Account Management, Technical Support, regular software upgrades and software maintenance updates as needed to comply with the Software License Agreement upon agreement with West Virginia.

9. Technical Support

SOE Software will provide full technical support to the WVSOS office and Election Division after the solution goes live. To manage the issues that arise during this process, The SOE Software Team will rely on Clarity SUPPORT, our web-based problem-tracking tool that is being used in the State of NC and many other election jurisdictions across the country, as the primary means of logging administrative issues. Once an issue is logged into Clarity SUPPORT, an Account management team member best suited to resolve the problem will be assigned to that ticket. That Account Manager will contact the WV point person directly as to the status of the problem and provide an estimated time for resolution. SOE will assign a designated contact for 8:30 AM to 5:30 PM Monday through Friday as stated by this RFQ.

10 Hosting

The Clarity Suite of Products is hosted by SOE Software in multiple redundant environments within SOE's cloud computing environment. This means there will be no impact to West Virginia's IT Infrastructure. The State will not have to dedicate any IT or human resources for the hosting, support, or maintenance of any application software. This responsibility lies solely with SOE Software. SOE will provide an instance of Clarity CFINANCE to reside on state servers for reporting purposes as requested in the RFQ.

PROJECT STAFFING PLAN

Dedicated Team

West Virginia will work with an SOE project team dedicated to the WV Campaign Finance Project. This Project Team will be complemented by a deep team of seasoned technology and government veterans in both Tampa and Barcelona. A dedicated Project Manager (PMP certified) will oversee the configuration and implementation of Clarity CFINANCE. Separate Account Managers will be assigned to manage some of the daily tasks to assist with the implementation of that product. The entire SOE Implementation Team will personally work hand in hand with the WVSOS's implementation and project management team to ensure that mutually agreed upon project goals and timelines are met.

Project Communication

All communications will be conducted through SOE's dedicated Project Manager and the assigned point of contact and through SOE's Clarity CONTROL dashboard. SOE will prepare and deliver weekly Executive Summaries, as well as weekly webex or conference calls to review project status and deliverables to maintain accountability. Full visibility into all tasks of the project plan will be available 24 / 7 via Clarity CONTROL

The SOE Software Team has a close working relationship and will utilize regularly scheduled meetings and the Clarity CONTROL (web based project management) product to maintain continuity. The team has collaborated before and is continuing to work together on numerous projects nationwide. All team members are based at the Tampa, FL office.

All members of the team will have their own secure web access to the project management tool to maintain resource allocation, task status, and cost containment of the project. The project management resources of SOE Software will be in charge of supervising and managing the comprehensive delivery of the tool.

SOE Team Member	Asset Management Project Role	Hours on Project
Allison McKay	Team Leader	10 hours / week
Wendy Williams	Project Director	15 hours / week
Rocky Shirey	Software Team Lead	20 hours / week
Todd Olsen	Implementation Team Lead	20 hours / week

TEAM RESUMES

ALLISON MCKAY, SOE Software Team Leader

Allison has more than 10 years of experience in the information technology and client services industry. She provides strategic planning, account management and quality assurance to clients and business partners of the company. She is responsible for oversight of client implementations, quality assurance, customer service as well as learning development and product support. She is a graduate of the University of South Florida. In addition to her years at SOE Software, Allison has held positions with Geographic Solutions, Inc. and John Hancock Financial.

Allison's career highlights include:

- Successfully implementing quality processes to support product delivery
- Managing large scale technology implementations for high profile customers

WENDY WILLIAMS, Project Director

With ten years of experience in computer hardware and software programs, Wendy has worked with state, local and federal governments to implement solid business solutions. Heading up an experienced team of account managers, Wendy ensures that every new client implementation is properly staffed and resources are allocated with the appropriate amount of time to effectively manage the work load. Her experience includes assisting medium and large agencies through all phases of implementing a complete asset tracking solution. Wendy was the lead project manager for the State of North Carolina and all 100 counties within giving her vast experience in delivering software solutions across a large spectrum of users.

Wendy's career highlights include:

- Leading project team in statewide system implementation
- Managing support staff levels of multi-county integration systems

TODD OLSEN, Implementation Team Lead

Todd started his professional career as a programmer and has grown into a lead role in software implementations for government. Todd's background and experience make him well suited to lead a diverse implementation team supporting clients across 20 States. Todd helped build the SOE Software implementation process by analyzing efficiencies and proposing new ways to deliver solutions on-time and on-budget.

Todd's career highlights include:

- Leading implementation team in multi-county implementation for 3 States
- Managing resource allocation and project deliverables for over 20 implementations



ROCKY SHIREY, Software Team Lead

Rocky has been involved in information technology for over 30 years. With a career that started as a programmer and grew through successive positions of leadership, Rocky's background and experience make him well suited to lead a diverse technical team supporting high availability applications. Formal training in the Capability Maturity Model (CMM) and experience leading an organization to CMM Level 3, helped shape the SOE Software development process. Previously, Rocky held positions with Verizon and John Hancock Financial Services.

Rocky's career highlights include:

- Leading development of a large scale customer contact system
- Managing support of multiple high-availability financial applications

SPECIFICATIONS

STATED PURPOSE AND SCOPE:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Secretary of State and any other state agency that desires to utilize this contract to establish an open-end contract for a cloud based software-as-a-service (SAAS) solution for the management of campaign finance reporting by candidates, candidate's committees and other political committees.

3.1.1. SYSTEM/SOFTWARE FUNCTIONAL REQUIREMENTS

3.1.1.1. System must provide account creation and reporting of pre-candidates, candidates committees, political action committees, executive committees, and inaugural committees. Note: line 5 on pricing list which references pricing for integration with ElectionNet EMS should not be provided in the cost.

AGREED

Working with The West Virginia Election division, SOE will custom configure Clarity CFINANCE to define the status of all potential users in the system whether they be candidates, pre-candidates, or any number of committees as they exist in your current environment, to include candidate committees, political action committees, executive committees and inaugural committees as requested. As part of our implementation process, our team will work with you to define the status of all groups, as well as set up rules to track and govern all transactions according to West Virginia Campaign Finance law. This process will leverage all available resources for the import of data, to include WV's ElectionNet EMS, as well as any approved 3rd party applications used by candidates or committees. This integration can and will be automated to ensure account creation based on the requirements of the WVSOS and the technical capabilities of the ElectionNet EMS system.

3.1.1. SYSTEM/SOFTWARE FUNCTIONAL REQUIREMENTS

3.1.1.2 System must provide for additional users (with user name and password credentials) set up by and subservient to the primary account holder. These accounts must provide for specific roles for each user including, but not limited to, data entry and read only.

AGREED

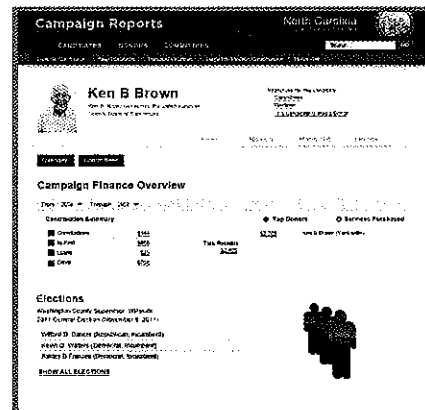
Clarity CFINANCE is a fully self-administrable platform. Users can either be imported into the system or self-register. Upon registration and approval, the primary user of an account will be directed to a web page to configure their user name and temporary password. Once they are in the system they can be prompted to add subservient, or child, accounts with name, e-mail and role (i.e. read only, write only, admin, ect) to their primary, or parent account. Under their parent account user profile they will be able to self-administer all child permissions, access, and roles of their campaign staff using the system. If upon return, any user forgets their user name or password Clarity CFINANCE allows for the request of log in information in accordance with identity management best practices.

3.1.1. SYSTEM/SOFTWARE FUNCTIONAL REQUIREMENTS

3.1.1.3. System must provide ability to generate username and password credentials and allow the user to change both the username and password on first login. The system-generated credentials must be encrypted using industry standard encryption and/or one-way hashing routines and automatically be sent to the email address on record for the candidate, candidates committee, or other political committee as provided on the application submitted.

AGREED

Upon registration and approval, a user's credentials are created and a temporary password is sent automatically, encrypted by industry standard security protocols. Along with their temporary user name and password, they will be sent a link, as required by the WVSOS office, to a password reset and application orientation page. SOE has the ability to provide video orientation and welcome messages from the WVSOS on this page as a public facing enhancement. From this page the user will be prompted to change their password and user name for security purposes. Under their user profile they are able to self-administer any and all information they have in the system. If upon return, the user forgets their user name or password Clarity CFINANCE allows for the request of log in information in accordance with identity management best practices. This work flow process will apply for candidates, candidate committees, or any other political committees approved by the State.





3.1.1. SYSTEM/SOFTWARE FUNCTIONAL REQUIREMENTS

3.1.1.4. System must provide the ability for each authorized user to change their password by responding to the question, "Forgot password?", which then sends an email to the corresponding account with a link to a web page that allows for the change.

AGREED

Clarity CFINANCE is a user self-administrable application. Based on the requirements of the West Virginia SOS office, the program will be configured to send a "password reset" secure link, through which users can reset their password as required. This password reset process will require that the user login through a secure portal to reset user information to ensure maximum security.

3.1.1. SYSTEM/SOFTWARE FUNCTIONAL REQUIREMENTS

3.1.1.5 The application should allow the user to perform work on multiple campaign finance accounts in a single-sign on session. The user would then select particular campaign account with which he/she chooses to work. Distinction of each web page within an election-cycle report must be apparent. The user should have the ability to have multiple accounts open.

AGREED

Clarity CFINANCE allows your users to have multiple campaign finance accounts under one user name. For example, Jane Smith may run for both Governor and Secretary of State (if that is permitted by WV election law) and all transactions could be entered and assigned to the appropriate campaign and managed through a single account without logging out of the application. This information will be available in the reporting format that best suits the WVSOS current work flow and provides enhanced organization through integration and application intelligence. As part of the configuration of Clarity CFINANCE, SOE's project management team will identify error handling opportunities to ensure users are guided by the application to enter all information correctly and according to WV law.

3.1.1. SYSTEM/SOFTWARE FUNCTIONAL REQUIREMENTS

3.1.1.5a. System must adhere to West Virginia-specific laws, rules and forms, and be customizable to accommodate future law, rule and form changes. (For specifics, refer to W.Va. State Code 3-8-1, et.seq)

AGREED

SOE Software's Clarity CFINANCE solution was developed specifically to ensure adaptability to the custom configuration of each state. SOE's original foray into the Campaign Filing and Finance space began 12 years ago in the State of Florida developing a program that was used by County officials to record and report each County's candidates and campaign finance contributions. Our experience working with over 30 of the 67 Counties in Florida (whose population represented over 70% percent of the population of the State of Florida), allowed us to gain a great deal of experience in the campaign finance and filing process in Florida. However, we found that campaign finance laws differ greatly from State to State, and while our solution was essential for our clients in Florida, the application was not as flexible as we needed to provide an easily configurable product that could cross State lines. In 2010, the State of North Carolina selected SOE to help them build a Campaign Finance and Filing application that would provide them with ease of use, searchable data, and complete transparency around their Campaign Finance and Filing process. This project allowed us to rewrite our original product leveraging our knowledge of the critical business processes that need to remain flexible and integrating the latest technology to ensure we were able to provide the most cutting edge Campaign Finance solution available. This platform will be the foundation of West Virginia's Campaign Finance solution from SOE. Our implementation team will configure Clarity CFINANCE to adhere to all WV Campaign Finance law and will provide for future self-configuration of the product by WVSOS staff as permitted by WV Campaign Finance Law. SOE Account Management staff will also be available to assist on configuration changes as required.

3.1.1. SYSTEM/SOFTWARE FUNCTIONAL REQUIREMENTS

3.1.1.6. System must allow each user to enter information for any/all election cycles to be stored but not submitted prior to or following a specific reporting period.

AGREED

Clarity CFINANCE allows your users to enter contributions quickly, easily, and flexibly. If a candidate has information that it plans on reporting at a later date it can be entered into the system and stored until a time which the candidate is obligated to report on that contribution. Alerts can be configured to notify users when submission deadlines are near. SOE will work with the WVSOS office to customize this capability to ensure it is compliant with all State filing laws and provides an easy to use platform for WV users.

3.1.1. SYSTEM/SOFTWARE FUNCTIONAL REQUIREMENTS

3.1.1.7. System must restrict user to submit report during or after specific unique time periods as required by law and provided by the Secretary, and a final report or amended report at any time. Report totals and balances from a submitted report must forward to the next reporting period.

AGREED

Through a robust reports management interface, the WVSOS staff will be able to create, edit, and delete reporting periods in the Clarity CFINANCE platform along with adding and removing filing entities to reporting schedules. This capacity ensures that the assigned users can only add transactions to the correct reporting periods assigned by the WVSOS staff according to WV law. If a campaign ends or a committee disbands at any time, a final report can be generated instantly with its own unique reporting period.

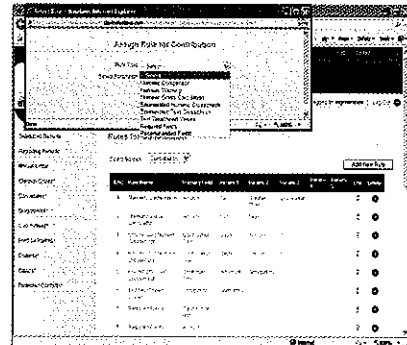
3.1.1. SYSTEM/SOFTWARE FUNCTIONAL REQUIREMENTS

3.1.1.8 If a user submits an amended report for any reporting period, the system must carry forward the amended balance to the subsequent reporting period. The system must notify the user of his/her responsibility to submit amended reports for any and all reporting periods for which information has changed due to the submission of an amended report. The system must restrict the user from submitting any new reports until all prior reports are amended as necessary.

For example: The user files a P1,P2,P3 and G1 report. The user amends the P2 report. The amendment to P2 requires amendments to P3 and G1. The user must be restricted from submitting the G2 report until the user has submitted the required amendments to the P3 and G1 reports.

AGREED

Clarity CFINANCE has the capability to create a specific workflow tailored to the filing processes in WV. The requirement for amended reports is a common one in Campaign Finance law across the country and is a law that is consistent in both NC and FL. Clarity CFINANCE accomplishes this work flow through application rules and logic. This logic is configurable by the user and will be set as part of WV's implementation by the SOE project management team.





3.1.1. SYSTEM/SOFTWARE FUNCTIONAL REQUIREMENTS

3.1.1.9. System must allow users to upload information on loans including, but not limited to, the source, initial amount, and payments toward the balance and other documents such as receipts. A scanned copy of the loan document must be uploaded to a queue for review by the secretary of state's office prior to being stored and indexed with the account. For paper filings, the scanned copy will be provided by the Secretary of State's office.

AGREED

Clarity CFINANCE has the ability to accept loan information as a category of campaign contribution. As a contribution category, users will be able to enter the source of the loan, the initial loan amount, and payments toward the loan balance. These fields can be unique to each contribution category as necessary. Loan documents can be scanned into the system and be associated with the appropriate contribution. Other documents can be associated to contributions as required by the SOS's office.

3.1.1. SYSTEM/SOFTWARE FUNCTIONAL REQUIREMENTS

3.1.1.10. System must allow users to submit a waiver during specified reporting periods.

AGREED

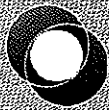
Clarity CFINANCE Candidates and committees who are not required to file a financial report will instead be allowed to submit a Statement of Waiver. This waiver will be included in the system as an online form and will replicate the WVSOS official Statement of Waiver. Depending on West Virginia Campaign Finance Law, we will configure this Statement of Waiver form to be electronically submitted, or to be printed and mailed off. If mailed with a wet signature, Clarity CFINANCE can save a copy of the printed document on file until it has been received and approved. As part of the implementation of Clarity CFINANCE, we will ensure that the solution includes error handling to make sure the form is filled out correctly.

3.1.1. SYSTEM/SOFTWARE FUNCTIONAL REQUIREMENTS

3.1.1.11. System must require specific information about donors based on contribution levels, prompt users to enter the information, and provide warning or error messages indicating data has not been entered into the required field.

AGREED

WVSOS requirements and campaign finance law will drive the configuration of Clarity CFINANCE to the appropriate information regarding donor or contributor types is collected. Clarity CFINANCE can require additional information after a contribution level has been achieved. It can also be configured around other business drivers to request additional information at any point in the campaign reporting process. Information will be required from the user to ensure human errors are minimized during the reporting process. This will greatly reduce your administrative staff's efforts looking for contribution violations by candidates.



3.1.1. SYSTEM/SOFTWARE FUNCTIONAL REQUIREMENTS

3.1.1.12. System must store contributor and expenditure recipient information to allow reuse of the same individual/company in future reporting- allowing users to indicate that this information has been used before.

For example: John Smith donates \$250 to a campaign on 2/1/12 then donates another \$500 on 3/1/12. The system should allow the user to link the two contributions to provide an aggregate total.

AGREED

Clarity CFINANCE provides the ability to upload bulk contributor information in standard formats from candidate campaign management applications. Clarity CFINANCE also provides the ability to enter individual contributors on the fly. Once a contributor is in the system their information will be stored in the system and all contributions by that contributor will be aggregated and available to be reported on by candidate or by total contributions. This can also assist users as they enter information by auto populating donor's information that are already in the system. This also tracks when an individual contributor exceeds his total allowable contributions. SOE will work with you during the implementation process to determine all reporting.

3.1.1. SYSTEM/SOFTWARE FUNCTIONAL REQUIREMENTS

3.1.1.13. System must aggregate linked totals and provide appropriate warnings to the user when any one contributor exceeds \$1000.00 in contributions for anyone Primary or General Election.

AGREED

Clarity CFINANCE has the ability to set rules for contribution maximum levels for each contributor to a campaign. These rules are enforced by the application by providing alerts when contribution levels have been exceeded. These contribution limits can be adjusted by election as changes require, however only administrative staff will have the ability to change configuration parameters.

3.1.1. SYSTEM/SOFTWARE FUNCTIONAL REQUIREMENTS

3.1.1.14 System must allow scanned documents to be attached/indexed to a particular candidate/committee and viewed on the public interface. Scanned images should be stored in .tiff and presented in .pdf, and will be provided by the Secretary.

AGREED

Clarity CFINANCE provides the ability to upload scanned or photo copied written documents into the system. All documents are indexed and associated with the contributor and filer and will be presented in the report in the manner required by the WVSOS office. All files will be stored in .tiff and presented in .pdf, as required by the WVSOS.



3.1.1. SYSTEM/SOFTWARE FUNCTIONAL REQUIREMENTS

3.1.1.15. System must provide a summary review of all entries for a single reporting period and allow for review and editing prior to final submission.

AGREED

Users will have the ability to review and edit all reports, by campaign, prior to submitting to the WVSOS as required.

3.1.1. SYSTEM/SOFTWARE FUNCTIONAL REQUIREMENTS

3.1.1.16. System must have the ability to adapt the reporting and other parameters to public finance law: (W.VA. State Code 3-12-1, *et. Seq*)

3.1.1.16.a. Different reporting periods for exploratory, qualifying and regular campaign periods,

3.1.1.16.b. Allow entry of contributors for exploratory and qualifying contributions and requires all information legally necessary:

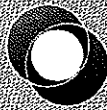
3.1.1.16c. Allow written receipts to be indexed to the filing

AGREED

Clarity CFINANCE can be configured to manage whatever type of reporting periods are required by the WVSOS office. Additionally, SOE can configure Clarity CFINANCE to create rules that will ensure that the user is working from the correct reporting period. This will ensure that your office has consistently formatted reports and eliminate errors from all your filers.

As part of the Exploratory and Qualifying periods of the campaign, SOE will provide an easy to use candidate web portal where they will be able to simply enter transactions, in the appropriate periods, and in conjunction with West Virginia law.

Clarity CFINANCE provides the ability to upload scanned or photo copied written receipts into the system in .tiff format. All receipts will be indexed and associated with the appropriate contributor and filer and will be available in the required report formats in a manner which best suits the WVSOS's current workflow.



3.1.1. SYSTEM/SOFTWARE FUNCTIONAL REQUIREMENTS

3.1.1.17. System must provide functionality for candidates and committees to download a system-provided standard bulk data format for their personal campaign accounting that also provides the output format required for the ability to upload their data in bulk. NOTE: Samples with minimum required fields have been provided in Appendices D,E and F.

AGREED

Clarity CFINANCE will be configured with the ability to upload bulk data in formats including XLS and CSV. Custom formats can be added as part of the configuration as required. If the WVSOS office has any specific formats that it requires outside XLS or CSV, we would be happy to discuss and include as part of the implementation and configuration. SOE will provide a standard template in both XLS and CSV format for filers to use directly from the system.

3.1.1. SYSTEM/SOFTWARE FUNCTIONAL REQUIREMENTS

3.1.1.18. Systems must date/time stamp submitted reports and display the date/time stamp in the public view. See attached sample at appendix G.

AGREED

All reports in Clarity CFINANCE are prominently time stamped and dated. SOE can recreate existing forms to maintain consistency in the presentation.

3.1.1. SYSTEM/SOFTWARE FUNCTIONAL REQUIREMENTS

3.1.1.19. System must provide email reminders to candidates and treasurers of specific events and deadlines.

AGREED

Clarity CFINANCE provides email reminders to users for specific events, reminders, or deadlines. These alerts can also be sent via text or SMS. These alerts will be triggered by statutory deadlines and law in West Virginia.



3.1.1. SYSTEM/SOFTWARE FUNCTIONAL REQUIREMENTS

3.1.1.20. System must provide a tool for correspondence/messaging within the system between end users and system administrators.

AGREED

Clarity CFINANCE will include a filer message center that is available to filers upon login to the system. In this message center the filer can see all alerts, reminders, and direct communications from the WVSOS administrative team and allows those filers to reply to messages from administrators. This communication trail will be fully auditable and will be associated with that filer for the length of the campaign.

3.1.1. SYSTEM/SOFTWARE FUNCTIONAL REQUIREMENTS

3.1.1.21. System must provide account-creation for and reporting of independent expenditures and electioneering communications as defined in W.VA. State Code 3-8-2, and 3-8-2b.

AGREED

Clarity CFINANCE has the ability to provide account creation and reporting of independent expenditures and electioneering communications and will configure this solution to reflect W. VA. State Code 3-8-2 and 3-8-2b as required.

3.1.1. SYSTEM/SOFTWARE FUNCTIONAL REQUIREMENTS

3.1.1.22. System must be able to report against all historical election candidate data. The current in-house developed software solution which the system will replace houses and presents data for candidates from previous elections and their campaign finance data. The system must house and display this data. Conversion of active accounts is required by the date the system is available to the public. Conversion of inactive account data must be completed at a time agreed upon by the purchaser and the vendor.

AGREED

SOE has a long history of integrating with and presenting data from legacy systems in the election space and we feel confident that we will be able to work with the WVSOS application administrators to mine all historical data and present it in a dynamic way for the voters of West Virginia. Once the data is converted, which will be part of our implementation process, Clarity CFINANCE will house that historical data for reporting purposes and maintain active accounts. All timelines and go live dates will be met as required by the WVSOS's office.



3.1.1. SYSTEM/SOFTWARE FUNCTIONAL REQUIREMENTS

3.1.1.23. System must allow paper copies of campaign finance reports to be indexed to a candidate/committee and available for retrieval and display.

AGREED

Clarity CFINANCE has the ability to accept scanned paper copies of historical campaign finance reports which can be indexed to a candidate or committee and available for retrieval and display. Additionally, Clarity CFINANCE will eliminate the need to scan reports because they will be created and automatically indexed to the appropriate parties moving forward. This will be a significant time and efficiency savings for your entire elections staff.

3.1.2. System/Software Technical Requirements

3.1.2. SYSTEM/SOFTWARE TECHNICAL REQUIREMENTS

3.1.2.1 Source code, as modified to include agreed-upon enhancements, must be held in escrow.

AGREED

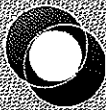
SOE agrees to provide the source code and agreed-upon enhancements to a mutually agreed upon escrow facility.

3.1.2. SYSTEM/SOFTWARE TECHNICAL REQUIREMENTS

3.1.2.2. System must target web platform standards using XHTML 1.0 or higher and cascading Style Sheets 2 or higher; no browser specific or platform specific code (e.g. ms-office html tags, Microsoft Jscript code), except for CSS formatting, is to be used to support general delivery of web pages to users.

AGREED

SOE agrees system will target web platform standards XHTML 1.0 or higher and cascading Style Sheets 2 or higher. WVSOS will not be limited to a specific web browser or a specific platform to support delivery of web pages to its users.



3.1.2. SYSTEM/SOFTWARE TECHNICAL REQUIREMENTS

3.1.2.3. System must be interfaced by web browser. Sensitive data (authentication credentials, personally-identifiable information, etc) must never be captured outside of a TLS-encrypted session; application server shall target Windows 2008R2 or higher.

AGREED

Clarity CFINANCE is interfaced by a web browser and sensitive data is NOT captured outside of a TLS-encrypted session; app server is Windows 2008R2 or higher.

3.1.2. SYSTEM/SOFTWARE TECHNICAL REQUIREMENTS

3.1.2.3. System must stay current on service packs and hot fixes

AGREED

SOE Software hosts all its solutions and delivers them as a "Software Service", which allows us to leverage best practices regarding updates that are difficult for traditional software companies to maintain. Clarity CFINANCE, like all the Clarity solutions, will stay current on all service packs, patches and hot fixes. We also test thoroughly all packs and fixes prior to implementing into production.

3.1.2. SYSTEM/SOFTWARE TECHNICAL REQUIREMENTS

3.1.2.4. Database query parameters cannot be passed using string concatenation. All arguments must be passed using explicit database parameters. All temporary database connections must be disposed of at the end of the scope.

AGREED

As a security design best practice, Clarity CFINANCE technology does not use any concatenated strings- all arguments are passed using explicit database parameters.

3.1.2. SYSTEM/SOFTWARE TECHNICAL REQUIREMENTS

3.1.2.5. Database must adhere to First, Second, and Third Normal forms, utilizing keys, indexes, and constraints to ensure data quality.

AGREED

SOE Software architects its solutions with database efficiency in mind- our database design reduces data storage requirements, simplifies data extraction, and ensures data quality.

3.1.2. SYSTEM/SOFTWARE TECHNICAL REQUIREMENTS

3.1.2.6. Data must be securely written to and from a SQL 2012 database.

AGREED

Clarity CFINANCE utilizes SQL server 2012 to take advantage of new features and enhancements that provide a set of options to improve database availability and security.

3.1.2. SYSTEM/SOFTWARE TECHNICAL REQUIREMENTS

3.1.2.7. A copy of all data in the system database must be replicated to a designated WVSOS server. Replication must be in real time during scheduled reporting periods.

AGREED

SOE will help WVSOS architect a solution with replication of system database to a WVSOS server and ensure replication will be done in real time during scheduled reporting.

3.1.2. SYSTEM/SOFTWARE TECHNICAL REQUIREMENTS

3.1.2.8. System must provide, at a minimum, redundancy and replication with system access to two off-site locations as part of the cloud based inheritance for maximum accessibility.

AGREED

As a standard best practice, the customized WVSOS/SOE solution will have at least two offsite locations to maximize redundancy, replication, and accessibility.



3.1.2. SYSTEM/SOFTWARE TECHNICAL REQUIREMENTS

3.1.2.9. System must provide a public interface that conforms to standard WVSOS website design aesthetics (screenshot attached as Appendix A).

AGREED

SOE Software has an entire website design team that has worked and is currently working with many states across the US. As part of this delivery, SOE will customize the public interface of Clarity CFINANCE based on the requirements of the WVSOS office and in conjunction with the branding of your current web aesthetics.

3.1.2. SYSTEM/SOFTWARE TECHNICAL REQUIREMENTS

3.1.2.10. Vendor must provide a database data dictionary in electronic format and provide updates as modifications are made to the system.

AGREED

SOE will provide a database dictionary in electronic format including updates.

3.1.2. SYSTEM/SOFTWARE TECHNICAL REQUIREMENTS

3.1.2.11. Vendor must provide a development and test environment for enhancements and "fixes" to be fully tested before placing in production. All enhancements and "fixes" must receive formal acceptance from the Secretary before being placed in production.

AGREED

SOE will provide for multiple environments for enhancements and fixes to be fully tested and co build a plan on agreed to best practices.

REPORT GENERATING REQUIRMENTS

3.1.3. REPORT GENERATING REQUIREMENTS

3.1.3.1. Reports of late / non-filers

AGREED

SOE will automate the creation of late and non-filer reports for WV administrative staff. Reports will be provided by election and in accordance with WV Campaign Finance Law. SOE's implementation team will work with WVSOS Staff to determine all parameters for user alerts and automated report generation as part of the configuration of this solution.

3.1.3. REPORT GENERATING REQUIREMENTS

3.1.3.2. Labels for mailings based on ad-hoc selection criteria

AGREED

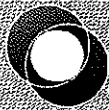
Mailing labels, based on selection criteria, is a standard report and can be configured on the fly by WVSOS administrators. SOE will train all administrators on the process of generating mailing labels and can also develop online content specifically for this process if necessary.

3.1.3. REPORT GENERATING REQUIREMENTS

3.1.3.3. Internal audit of activity in all accounts

AGREED

Clarity CFINANCE is a password protected system, which means that we have the ability to track anytime a person logs in to the system, what they have done, when it was done, and what was changed. We will maintain internal audit reports for any length of time for all accounts as required by the WVSOS and can create specific audit reports as required as well.



3.1.3. REPORT GENERATING REQUIREMENTS

3.1.3.4. User Provided data must be available for download in the following formats: XML, HTML, Excel, delimited

AGREED

Clarity CFINANCE will be configured to provide download material in all of the above formats

3.1.3. REPORT GENERATING REQUIREMENTS

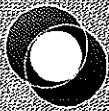
3.1.3.5 Public interface provides users a comprehensive search option: Candidate, Committee, Independent Expenditures, Electioneering Communications, Contest (including district), Party, and or by contributor. Results of these searches must be printable in .PDF format and produce downloadable data in XML, HTML, Excel and delimited data formats

AGREED

The screenshot shows a web browser window with the URL 'http://www.broward.gov/oe/CFinanceReports.asp?report=...'. The page title is 'DR. BRENDA C. SNIPES BROWARD COUNTY SUPERVISOR OF ELECTIONS'. Below the header, there is a search bar and a table of 'Candidate Finance Reports' for the year 2008. The table has columns for Candidate, Office, District, Reports, and Total. The data is as follows:

Candidate	Office	District	Reports	Total
DR. BRENDA C. SNIPES	Sheriff		2	762,226
DR. BRENDA C. SNIPES	County Court Judge	Dist 17	6	124,596
DR. BRENDA C. SNIPES	County Board	Dist 5	4	8,725,228
DR. BRENDA C. SNIPES	County Board	Dist 5	6	8,183,528
DR. BRENDA C. SNIPES	County Board	Dist 5	1	13,842,006
DR. BRENDA C. SNIPES	County Commission	Dist 2	4	112,423,316
DR. BRENDA C. SNIPES	Supervisor of Elections		5	15,899,516
DR. BRENDA C. SNIPES	County Commissioner	Dist 1	4	85,523,316
DR. BRENDA C. SNIPES	County Board	Dist 1	4	59,623,316
DR. BRENDA C. SNIPES	Sheriff		1	4,923,316
DR. BRENDA C. SNIPES	County Court Judge	Dist 11	1	41,123,316
DR. BRENDA C. SNIPES	Sheriff		4	8,023,316
DR. BRENDA C. SNIPES	County Board	Dist 5	3	9,233,316
DR. BRENDA C. SNIPES	County Board	Dist 1	8	112,123,316
DR. BRENDA C. SNIPES	County Commissioner	Dist 1	8	12,023,316
DR. BRENDA C. SNIPES	County Board	Dist 4	8	113,233,316
DR. BRENDA C. SNIPES	County Court Judge	Dist 18	4	118,233,316
DR. BRENDA C. SNIPES	County Board	Dist 1	7	11,023,316
DR. BRENDA C. SNIPES	County Board	Dist 1	6	12,123,316

Clarity CFINANCE public interface will provide your constituents out of the box, with an easy to use, comprehensive search engine that will allow them to search Candidate, Committee, Independent Expenditures, Electioneering Communications, Contest (including district), Party, and or by any other Contributor. These reports can be printed to PDF and can be downloaded in to, XML, HTML, XLS, and or Delimited data formats as requested.

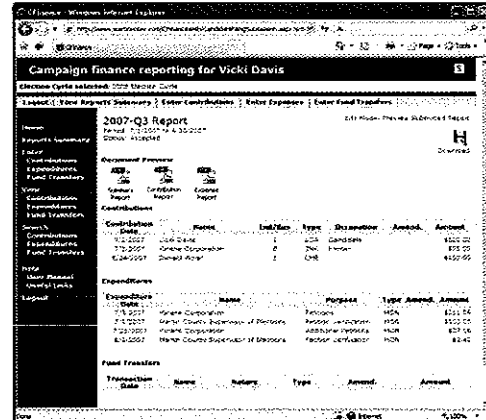


3.1.3. REPORT GENERATING REQUIREMENTS

3.1.3.6. In addition to the reports detailed above the system must provide an ad-hoc reporting tool of any/all data for back-office use.

AGREED

All data collected and stored in Clarity CFINANCE is fully auditable. To ensure the WVSOS office has easy access to the specific data required to manage the campaign finance and filing process efficiently, SOE will configure the administrative dashboard will access to create ad-hoc reports. This reporting dashboard will provide administrators with full visibility into the system and will be controlled by user role.



PLATFORM REQUIRMENTS

3.1.4 PLATFORM REQUIREMENTS

3.1.4.1. The cloud provider must be ISO 27001-, SSAE16-, and ISAE 3402- certified.

AGREED

SOE Software is a pioneer in cloud hosted software solutions to the public sector, providing technology to over 2000 jurisdictions and 32 States across the US. Our solutions are fully redundant and hosted in the Amazon EC2 Cloud Hosting environment, which is ISO 27001-, SSAE16-, and ISAE 3402- certified and compliant. SOE will always adhere to the highest security, redundancy, and scalability standards to ensure our clients receive the highest level of satisfaction from their Clarity solutions.



3.1.4 PLATFORM REQUIREMENTS

3.1.4.2. Access Control must be role/user based.

AGREED

Clarity CFINANCE's Access Control methodology is based on authentication of each user and authorization of the roles they are assigned by the WVSOS and their area of responsibility. All users will have their own, secure, self-administrable, user name and password for the purposes of authentication. WVSOS project staff will define roles and permissions with SOE's project implementation team during the configuration of the solution to provide each administrative user with the appropriate permissions and authorizations. Users will be assigned the appropriate authorizations based on the particular campaigns that they file for, as dictated by WV campaign finance law.

3.1.4 PLATFORM REQUIREMENTS

3.1.4.3. Every transaction in the system must have an audit trail. Audit information must be provided to the WVSOS in on-demand reports. Audit information must include, but is not limited to, the record of any activity in a specific account, the user who conducted the activity, and the date and time the activity was conducted.

AGREED

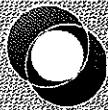
Clarity CFINANCE is a fully auditable platform which will associate all activity, down to the key stroke, for a particular User. As required, SOE's Implementation team will configure Clarity CFINANCE to provide on-demand reports to show user activity, account activity, and activity by date or periods of time. Clarity CFINANCE can be configured to include an ad hoc reporting engine which will allow administrative users, with the appropriate permissions, to be able to generate reports on any and all data stored in the system quickly and easily.

3.1.4 PLATFORM REQUIREMENTS

3.1.4.4. Personal user data, including password and Social Security Numbers, must be encrypted in the database and not available for public display.

AGREED

In January of 2012, SOE Software was purchased by SCYTL, a global leader in security as it applies to the electoral process. The WVSOS office is currently working with SCYTL to deliver its military and overseas voters the resources they need to vote independently while abroad with great success. SCYTL security experts will work closely with the WVSOS project team to understand your requirements and ensure all data storage and transfer encryption methodologies within Clarity CFINANCE meet or exceed WVSOS requirements and industry best practices



3.1.4. PLATFORM REQUIREMENTS

3.1.4.5. The Secretary's software solution instance must be isolated from others utilizing the cloud.

AGREED

To ensure that security and compliance are maintained, the WVSOS's instance of Clarity CFINANCE will reside on an isolated infrastructure platform with only a single instance of WV's application running as required.

3.1.4. PLATFORM REQUIREMENTS

3.1.4.6. Vendor must specify the number of locations to which the application is replicated for purposes of Business Continuity and Disaster Recovery.

AGREED

SOE's Clarity CFINANCE application infrastructure is architected to provide extremely high levels of availability. Our data centers are built in clusters in various regions across the US. We currently have three (3) fully redundant data centers. All of SOE's data centers are online currently and serving clients; no data center is "cold". In case of failure, automated processes move client data traffic away from the affected area. Core applications are deployed in an N+1 configuration, so that in the event of a data center failure, there is sufficient capacity to enable traffic to be load-balanced to the remaining sites.

Our Availability Zones are designed as independent failure zones. In addition to discrete uninterruptable power supply (UPS) and onsite backup generation facilities, they are each fed via different grids from independent utilities to further reduce single points of failure. Availability Zones are all redundantly connected to multiple tier-1 transit providers.

SOE Software architects its Clarity CFINANCE services to take advantage of multiple Availability Zones. Distributing applications across multiple Availability Zones provides the ability to remain resilient in the face of most failure modes including natural disasters or system failures.

The hosting facility is compliant with various certifications and third-party attestations. These include: SAS70 Type II. This report includes detailed operational controls along with an independent auditor opinion about the effective operation of those controls.

PCI DSS Level 1. An independent validation of compliance with the PCI Data Security Standard as a shared host service provider. Page 2 of 4

ISO 27001. AWS has achieved ISO 27001 certification of the Information Security Management System (ISMS) covering infrastructure, data centers, and services.

FISMA. The Federal Information Security Management Act (FISMA) has awarded an approval to operate at the FISMA-Low level. It has also completed the control implementation and successfully passed the independent security testing and evaluation required to operate at the FISMA-Moderate level and is currently pursuing an approval to operate at the FISMA-Moderate level from government agencies.



3.1.4. PLATFORM REQUIREMENTS

3.1.4.7. Vendor must guarantee system up time of 99.9% and fees must include a formula for refund of costs if up time requirements are not met.

AGREED

Per SOE Software's standard license agreement (Attached: Exhibit D Service Level Agreement), we agree to guarantee 99.9% up time of the Clarity CFINANCE application. For each 1% of the time that the Services are down beyond the committed levels, SOE will credit to the WVSOS's account 3% of the monthly fee of the application.

3.1.4. PLATFORM REQUIREMENTS

3.1.4.8. At the end of the Contract and any agreed-upon option years, all data must be transferred to the secretary within thirty days and upon confirmation of successful receipt by the Secretary, immediately removed from the vendor's platform.

AGREED

SOE will comply with the return of all WVSOS data to the WVSOS office and will work with WVSOS personnel to ensure the removal of all data is confirmed should we end our business relationship to deliver Clarity CFINANCE, as required.

OTHER REQUIRMENTS

3.1.5. OTHER REQUIREMENTS

3.1.5.1. System must provide online Help in the form of Frequently Asked Questions and answers for both public and internal sites.

AGREED

Clarity CFINANCE has online help resources, such as Frequently Asked Question documents, User Manuals, and other printable resources easily accessible through the solution. SOE also has the ability to provide online training resources based on the needs of the administrative users and filers. SOE will work with the WVSOS office to determine the appropriate mix of user assistance required.



3.1.5. OTHER REQUIREMENTS

3.1.5.2. Must provide "Train the Trainer" Sessions for both Elections Staff (10 People), system administrators (2), and technical users (6 people) totaling 50 hours that can be conducted in person at the Agency's Charleston, WV, office or by electronic means (vendor's response must indicate the method of training)

AGREED

SOE Software has a training center in Tampa, where we can host virtual training sessions online. As part of this proposal we also intend to develop online training content for the WVSOS website that will act as a real time tutorial for filers and for internal users. In addition we have provisioned for 8 hours of face to face training on the system with the WVSOS administrators which will be conducted at the appropriate time in one session. Any future training in person training sessions will be billed for time and expenses at the designated training rate.

3.1.5. OTHER REQUIREMENTS

3.1.5.3. Training documents and system documents must be available in electronic format with rights to copy

AGREED

SOE will provide training and system documents in electronic format. The WVSOS's office will have all rights to copy required.

3.1.5. OTHER REQUIREMENTS

3.1.5.4. All previously developed documentation pertinent to the use of the system as developed and customized for use in WV must be provided

AGREED

SOE will provide previously developed documentation pertinent to the use of the system as developed and customized for use in WV in electronic format.



3.1.5. OTHER REQUIREMENTS

3.1.5.6. Vendor must provide 24/7 on-call telephone support to the WVSOS during business hours (8:30AM to 5:30PM) Monday-Friday. The need for extended hours on the last day of a filing period may be required dependent on the functionality of the system at the time.

AGREED

Provided WV remains current with all maintenance requirements, SOE will provide 24/7 on-call telephone and online support during business hours, as required by the WVSOS. Additional support during peak usage times and around election and filing deadlines will be taken into account and the appropriate resources will be dedicated to ensure that WV administrative personnel have the required support.

3.1.5. OTHER REQUIREMENTS

3.1.5.7 Vendor must provide sample Licensing Agreement. The Secretary prefers it be provided with the bid. If it is not provided with the bid, it should be provided within two business days upon request.

AGREED

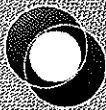
See Attached: "Clarity Election Suite Hosting and Support Agreement"

3.1.5. OTHER REQUIREMENTS

3.1.5.8 Vendor must provide for the ability to add sub-licenses and indicate any increased cost for monthly maintenance in the appropriate line item on the pricing page.

AGREED

County licenses will be provided without additional license costs to the State of WV or the County. Should these sub-licensors of Clarity CFINANCE require additional configuration, functionality, or additional in-person training, SOE reserves the right to put a statement of work of any additional efforts required to accommodate these new users. Hours will be billed at the implementation cost rate.



3.1.5. OTHER REQUIREMENTS

3.1.5.9 Vendor will have 180 calendar days from beginning of contract to complete implementation including the conversion of data and electronic copies of paper files for all active accounts. Vendor will have 270 calendar days from beginning of contract to complete the conversion of all data and electronic copies of paper files for all inactive accounts. Maintenance shall be added upon successful implementation and acceptance of the system by the agency. Acceptance shall be defined as a written or electronic communication from an individual within the Agency authorized to perform such duty, indicating the system has been fully tested by the Agency and functions as required.

AGREED

SOE agrees to the timeline established by the WVSOS. This timeline will be reflected in our initial Clarity CONTROL project plan and will be managed according to that schedule. The WVSOS Office will have full online access to all the tasks in that project plan 24/ 7.

3.1.5. OTHER REQUIREMENTS

3.1.5.10 All screens must be able to be modified to present any additional information as required by the Agency or law changes, i.e, code citations, detailed instructions, and disclaimers.

AGREED

SOE Software has many secure hosted solutions that can be changed or modified as laws, code citations, or business requirements demand. Clarity CFINANCE is highly flexible, and will provide the ability to adjust contribution limits, filing dates, arithmetic, and reporting on the fly with the proper administrative rights. SOE's Account Management team will work directly with WVSOS staff to provide additional training or to work with your people to make any changes where necessary. Should WV decide to make wholesale changes to how campaign finance is managed, that deviate from the requirements laid out in the RFP, SOE reserves the right to propose a Statement of Work to cover time and materials of any new software that would need to be built.



SUMMARY

I hope this response shows you the value SOE Software can provide around West Virginia's campaign finance needs. We are an eGovernment company that specializes in elections technology and transparency and we seek to provide you with a long-term partner that looks ahead to the future of technology so you can focus on the other numerous tasks at hand. Below you will find my contact information if you should want to contact me for any questions.

SOE Software aims to build a long-lasting partnership with the State of West Virginia to provide elections technology to voters, the media and the public. I look forward to earning your business and personally assisting in any way I can to bring solutions that provide the most value to your operation.

Thank you, again, for your time and consideration!

Sincerely,



Bill Murphy

Director of Business Development

SOE Software Corporation

bmurphy@soesoftware.com

(813) 865-7548 (Office)

(813) 503-3668 (Mobile)

www.soesoftware.com

CLARITY ELECTION SUITE HOSTING AND SUPPORT AGREEMENT

This Clarity Election Suite Hosting Agreement ("Agreement") is made and entered by and between the **State of West Virginia** (hereinafter "Customer") and **SOE Software Corporation**, a Florida corporation, having its principal place of business located at 5426 Bay Center Drive, Ste. 525, Tampa, Florida, 33609 (hereinafter "Licensor").

WHEREAS, Licensor grants Customer a nonexclusive license to use its Clarity CFINANCE technology (hereinafter the "Software") and the associated documentation.

WHEREAS, Customer's use of the Software will be restricted to our hosted computer environment.

WHEREAS, Licensor will provide and maintain the hosted computer environment for Customer's use of the Software (the "Service").

WHEREAS, in addition to the maintenance and support services that are included in certain fees paid by Customer to Licensor, Customer may opt to acquire additional maintenance services for the Software and documentation in accordance with the terms and on the conditions set forth in this Agreement.

WHEREAS, Customer desires to receive a license for the Software and engage Licensor to provide the Service.

NOW, THEREFORE, in consideration of the covenants, representations and warranties set forth herein and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties, by their authorized signatures below, hereby agree as follows:

1. Definitions

- 1.1. The term "Agreement" shall mean this Agreement and all Exhibits, Schedules and Attachments attached hereto now or in the future.
- 1.2. The term "Customer Data" shall mean the content and characteristics within the service that are modified through the use of the Service features by the authorized Account users of the Service.
- 1.3. The term "Documentation" shall mean all documentation and/or other materials (including manuals, instructions, training materials, specifications, flow charts, logic diagrams, and other support materials) relating to the use, operation and functionality of the Service.
- 1.4. The term "Effective Date" shall be shown at the end of this Agreement and is the date when the parties intend the Service to commence.
- 1.5. The term "Service" shall have the meaning set forth in the Recitals above, and further described in Section 2. When the term "Service" is used alone herein, it shall also be deemed to include the term "Hosting Services" as that term is further described in Section 2.
- 1.6. The term "Service Level Agreement" shall mean Exhibit D, which sets forth the service levels at which identified portions of the Service are to be provided by Licensor and sets forth certain remedies for Customer in the event that Licensor does not attain such service levels.
- 1.7. The term "Term" shall mean the period of time this Agreement is in effect (absent any earlier termination as provided herein) and is a period of xxxx year(s) commencing on the Effective Date, subject to extension as provided herein.

2. Services

- 2.1. Services Scope - Licensor agrees to provide to Customer services for hosting the Software and for hosting other software required for the operation of the Software (the "Clarity Election Suite software,"). Licensor will permit Customer to, on a 24 x 7 basis, remotely access and use the Software referred to as the "Hosting Services". Licensor's performance of the Service shall be pursuant to the terms and conditions set forth herein and also must conform to Customer's standard technical support requirements set forth in Sec. 2.2 hereto. Customer will be given an account allowing it to access the Licensor site. Licensor shall serve as the single point of contact for all Service and Hosting Services issues and shall be solely responsible for coordinating and ensuring the resolution of any problems involving the Service and Hosting Services in a prompt and timely fashion.
- 2.2. Technical Support - As part of the Hosting Services, Licensor will provide the support set forth in Exhibit B, the Hosting Environment Agreement, attached to and incorporated in this Agreement by reference, and understands and agrees that Customer will be entitled to the remedies stated therein.

3. Grant of License

- 3.1 Licensor grants Customer and its operating divisions a non-exclusive, perpetual license to use the Hosted Software in machine readable form as long as Customer maintains its status in good standing as a Customer of Licensor's Annual Software Assurance and Support Agreement and has purchased all requisite licensing fees. Licensor also grants Customer a non-exclusive perpetual license to use the Documentation.
- 3.2 Software upgrades are full version releases (e.g. version 4.x to version 5.0) and are included as part of the Annual Software Assurance and Support Agreement provided by Licensor to Customer.
- 3.3 Software updates (e.g. version 4.1 to version 4.2), including bug fix builds, are included as part of the Service provided by Licensor to Customer provided that Customer is current on all monies due to Licensor.

4. Obligations

- 4.1. Implementation - As a condition to Licensor's obligation to provide the Hosting Services, both parties shall be responsible for fulfillment of all of their obligations under the Agreement and completion of the project implementation plan. The project implementation plan will be jointly developed by Licensor and Customer subsequent to execution of this Agreement by both parties and payment of fee(s) as outlined in Exhibit A.
- 4.2. Technical Environment - Licensor will provide the services and other products, as set forth on Exhibit B, (or similar services and products that provide a similar level of service), and will also provide any and all equipment, to provide the Hosting Services (the "Hosting Environment") pursuant to Exhibit B. Licensor shall be responsible for the costs associated with obtaining and maintaining the Hosting Environment, unless otherwise indicated on Exhibit A. Licensor also shall pay the costs of the services or other products necessary to permit Customer to transmit data to and receive data from the Hosting Environment; however Customer is responsible for the costs of its own communication lines. Licensor shall maintain and insure the server and shall indemnify Customer for any damage, loss or injury to the equipment (other than normal wear and tear).
- 4.3. Data Transmission - Should Customer require a special data transmission format to the Software, such as SSL, the format and any additional costs and implementation timeline effects will be agreed upon, in writing, between Licensor and Customer.
- 4.4. Coordination - Each party shall designate a contact to coordinate day-to-day communication with the other party.

5. Term, Termination, and Transition Assistance

- 5.1. The initial term of this Agreement will be for three (XXX) years on the Effective Date (the "Initial Term").
- 5.2. Renewal Term - Customer may exercise its option to renew this Agreement, for an additional twelve (12) month term beyond the Initial Term (the "Renewal Term"), at any time prior to the end of the Initial Term by giving notice thereof in writing to the Licensor. In the absence of notification, the Customer will be deemed not to have agreed to the renewal of this Agreement.
- 5.3. Termination for Material Breach - A party may terminate this Agreement if the other party commits a material breach or default (including nonpayment of fees) and fails to remedy such breach or default within thirty (30) days after receiving written notice of the same from the other party. In the event of termination due to a breach or default by Customer, no refunds or credits will be due to Customer. In the event of termination due to a breach or default by Licensor, Customer will receive a refund of the fees for the remaining Annual Assurance Plan Payment.
- 5.4. Effect of Termination or Expiration - Upon the termination or expiration of this Agreement, all payment obligations of one party to the other under this Agreement incurred through the date of termination or expiration will immediately become due. Upon notification by Customer, and at Customer's sole discretion, Licensor shall either return all Customer's Data within thirty (30) days of the date of termination or expiration, or shall commence implementation of the Transition Plan.
- 5.5. Termination of Agreement Upon Bankruptcy - Either party may terminate this Agreement upon written notice to the other party if the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise.
- 5.6. Termination of Agreement Upon Service Level Failures - Customer may terminate this Agreement upon thirty (30) days' written notice to Licensor upon the failure of Licensor to provide technical and customer support constituting a material breach of this Agreement in accordance with the service levels outlined in the Service Level Agreement (Exhibit "D"). In the event of termination of this Agreement due to a material breach of this Agreement pursuant to this Section 5.3, Customer will receive a refund of the fees for the remaining Annual Assurance Plan Payment.
- 5.7. Transition Services - The parties acknowledge that, prior to the termination or expiration of this Agreement, Customer may engage a successor vendor to perform such services or bring such services in-house. From the time that Customer notifies Licensor to whom Customer plans to migrate the services, Licensor agrees to cooperate with Customer (and, if applicable, the successor vendor) to effect an orderly and efficient transition. Within sixty (60) calendar days after termination or expiration of this Agreement by either party, Customer shall pay Licensor all undisputed amounts due and owing as of the termination of the Agreement, and, except to the extent reasonably necessary for the transition services described in this Section 5.7, shall immediately cease any and all use of the Service and materials or services provided by Licensor pursuant to this Agreement. At such time as Customer reasonably determines necessary to effect the transition, Licensor shall provide in electronic format a copy of all Customer, data without limitation, residing on Licensor's systems that is necessary for an effective transition. Cooperation by Licensor may include, without limitation, continuing to host Customer images, making qualified service personnel available for questions and consultations, transferring contact numbers or URL addresses, and providing any required technical assistance and cooperation to Customer as Customer may from time to time reasonably request. Such transition period will not extend past six (6) months from the termination or expiration of this Agreement, unless otherwise negotiated. Customer and Licensor agree to act in good faith in complying with these obligations. Customer will pay the reasonable expenses of Licensor in providing services during the transition period. Licensor shall bill Customer for transition expenses on a monthly basis, and shall submit complete, fully documented and accurate itemized monthly invoices, which shall include dates of service, a brief description of the services provided, and respective time (in hours) charged per date for services. Within thirty (30) days after the transition period ends, upon written request, each party shall deliver to the other party all copies of the Confidential Information of the other

party in every form that such party continues to hold. Upon a party's written request, the other party shall certify, in writing, to the requesting party that the other party has performed the foregoing delivery or destruction.

6. Fees Price - Payment

- 6.1. Fees - Customer shall pay the fees as set forth in Exhibit A.
- 6.2. Service Fees - Customer shall pay to Licensor the fees set forth in Exhibit A, to the extent applicable. All fees shall remain the same during the original Term and the initial 12-month extension, if Customer opts for such extension. If Customer and Licensor agree in writing to further extend the Term, such writing shall set forth the fees that shall be applicable during the extension of the Term.
- 6.3. Payment Terms - Licensor shall submit invoices to Customer on an annual basis. Payment on undisputed amounts shall be due within thirty (30) days after Customer's receipt of Licensor's invoice. Customer shall pay interest at a rate of 1.5% per month on any overdue invoices. Customer shall have no obligation to pay amounts not invoiced within ninety (90) days of the final date the services being invoiced were delivered, unless the vendor had notified customer in writing within such ninety (90) day period, that the invoices will be delayed and has indicated in writing when the invoice will be delivered to customer.
- 6.4. Taxes - Customer shall pay or reimburse Licensor for sales and use taxes if applicable and any other governmental charges levied, imposed or assessed on the Services, excluding, however, ordinary personal property taxes assessed against or payable by Licensor, taxes based upon Licensor's net income.

7. Licensor Representations and Warranties.

In addition to the representations and warranties in the Agreement:

- 7.1. General Licensor Warranties - Licensor warrants that (a) the Service provided hereunder and the underlying technology used by Licensor in performing the Service is owned free and clear of any encumbrances or is in the public domain; (b) Licensor has full power and authority to enter into this Agreement and to carry out its obligations under this Agreement; (c) there are no outstanding assignments, grants, licenses, encumbrances, obligations or agreements (whether written, oral or implied) that are inconsistent with this Agreement; (d) Licensor's compliance with the terms and conditions of this Agreement shall not violate any federal, state or local laws, regulations or ordinances nor shall it violate any third party agreements; (e) there is no claim, litigation or proceeding pending or threatened against Licensor with respect to the Service or its underlying technology or any component thereof alleging infringement or misappropriation of any patent, trademark, copyright or any trade secret or other proprietary right of any person; and (f) the Service does not infringe or misappropriate in any respect upon any patent, trademark, copyright or any trade secret or other proprietary right of any person or entity.
- 7.2. Authority and Performance - Licensor represents and warrants that it has the legal right and authority to enter into this Agreement and perform its obligations hereunder, and the performance of its obligations hereunder will not cause a breach of any agreements between Licensor and any third parties, including all vendors critical to its performance obligations hereunder.
- 7.3. Service Level Commitment - Licensor warrants that it will perform its services in accordance with Licensor's service level commitment as set forth in Exhibit D. Customer's sole and exclusive remedy for Licensor's failure to meet the service level commitment is the remedy set forth in Exhibit D.
- 7.4. NO OTHER WARRANTY - EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT THE HOSTING SERVICES ARE PROVIDED AS IS AND LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY THAT THE HOSTING SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

- 7.5. LICENSOR AND ITS THIRD PARTY VENDORS SHALL NOT BE RESPONSIBLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES) WHICH CUSTOMER MAY INCUR OR EXPERIENCE ARISING FROM THE SOFTWARE OR ON ACCOUNT OF ENTERING INTO OR RELYING ON THIS AGREEMENT, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Customer Representations and Warranties.

In addition to the representations and warranties in the Agreement:

- 8.1. **Authority and Performance.** Customer represents and warrants that it has the legal right and authority to enter into this Agreement and perform its obligations hereunder, and the performance of its obligations hereunder will not cause a breach of any agreements between Customer and any third parties.

9. Intellectual Property

- 9.1. **Customer Data** - Customer will own all Customer Data. Licensor will not sell, license or in any way distribute the Customer Data to any person or entity, and shall not permit the Customer Data to be used in any way (including any aggregation or summarized results of Customer Data) by any person or entity other than Customer without Customer's express written permission.
- 9.2. **Aggregated Data** - Notwithstanding the preceding section 9.1, Licensor may include in its benchmark/comparison studies performance data about the Services provided hereunder such as total number of users, overall customer count, average amount of disk usage, etc., so long as such performance data is aggregated with the performance data of Licensor's other customers so that Customer's information cannot be separately identified.
- 9.3. **Licensor Technology** - The Service and any technology, computer programs or computer codes developed, created or produced by or on behalf of Licensor existing as of the Effective Date of this Agreement, and any Licensor documentation relating thereto, are, as between Licensor and Customer, the sole property of Licensor. To the extent that, during the term of this Agreement, Customer pays in whole or in part for, or provides development personnel to work on, technical or functional developments related to the Service, Licensor agrees to incorporate such developments into the Service provided for Customer. Licensor shall have full right, title and interest in the developments and may incorporate the developments into the services made available to Licensor's other customers.
- 9.4. **No Rights in Other Party's Intellectual Property** - Neither party will have any rights in or with respect to the other party's property described in the preceding Section 9.1 and 9.2, except as expressly set forth in this Agreement and the exhibits hereto.

10. Indemnification

- 10.1. Licensor shall indemnify, defend, and hold harmless Customer, its respective employees, directors, shareholders and agents, from and against any expense, cost, damage, loss, fine, penalty, liability or judgment (including attorneys' fees and costs) suffered or incurred by Customer as a result of a third party claim, demand, action, arbitration, suit or similar proceeding (hereafter "Claim") related to Licensor's actual or alleged infringement of a patent, copyright, trade secret or other proprietary right of any such third party. Licensor's indemnification obligation is subject to: (i) Customer providing Licensor with prompt written notice of any Claim, (ii) Licensor having sole control of the defense and all negotiations for settlement or compromise thereof (provided, however, that any settlement or compromise that imposes any current or future obligation on Customer or directly or indirectly, explicitly or implicitly, acknowledges guilt or responsibility of Customer shall require the advance review and approval of Customer, which approval may be withheld in Customer's sole discretion) and (iii) Customer reasonably cooperating, at Licensor's expense, in the defense of such Claim. Failure to provide prompt written notice shall not abrogate or diminish Licensor's obligations under this Section if

Licensor has or receives knowledge of the existence of such Claim by any other means or if such failure does not materially prejudice Licensor's ability to defend the same. Licensor agrees to pay all settlements entered into by Licensor, judgments finally awarded against Customer, and all attorneys' fees and expenses for counsel hired by Licensor. Customer may elect to participate in any such action with counsel of its own choice and at its own expense. In the event Customer is precluded by a court of competent jurisdiction from using the Service as a result of Licensor's infringement of any such patent, copyright, trade secret or other proprietary right of such third party, Licensor shall do one of the following (the election of which option to pursue being in Licensor's reasonable discretion):

- a. obtain the right for Customer to use the Service; or
- b. replace or modify the Service so that it no longer infringes but maintains substantially the same functionality and performance; or
- c. if neither of the foregoing is, in Licensor's reasonable opinion, commercially reasonable: terminate this Agreement with respect to the Service and promptly reimburse to Customer all amounts of unused prepaid fees paid by Customer and provide to Customer transition services as described in Section 5.8.

11. Limitation of Liability

11.1. LICENSOR'S AND ITS THIRD PARTY VENDORS' AGGREGATE LIABILITY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE LICENSE FEE PAID BY CUSTOMER TO LICENSOR FOR USE OF THE SERVICE.

12. Insurance

- 12.1. Throughout the entire Term of this agreement, Licensor shall keep in full force and effect, policies of insurance meeting or exceeding the following specifications:
- a) Commercial General Liability insurance, with coverage including premises/operations, contractual (including without limitation coverage for all indemnities herein), personal and advertising injury, and products/completed operations, with aggregate coverage limits of not less than one million dollars (\$1,000,000).
 - b) Workers' Compensation insurance, as required by law, and Employer's Liability insurance with limits of liability of not less than one hundred thousand dollars (\$100,000) per accident or disease and five hundred thousand dollars (\$500,000) aggregate by disease.

Such insurance shall be purchased from companies having a rating of A-VII or better in the current Best's Insurance Reports published by A. M. Best Company. Policies of insurance shall provide that they will not be canceled or materially changed without at least thirty (30) days' prior written notice to Customer. Licensor shall, at Customer's request, provide a Certificate of Insurance.

13 Dispute Resolution

13.1 Procedures - For any dispute arising under the Agreement that is not resolved informally, either party may give to the other party notice of the dispute, including reasonable detail concerning the alleged deficiency in performance of the other party. The parties shall then meet by mutually acceptable means and attempt in good faith to reach an agreement resolving the dispute. If they do not reach such an agreement within seven (7) days after such notice is given, then each of them shall produce a detailed report about the dispute for his or her appropriate management level (Second Level in the chart below), who shall meet by mutually acceptable means and attempt in good faith to reach an agreement. If they do not reach such an agreement within the period specified below, then each party shall refer the dispute to higher levels of management as shown below. In each case, the parties' specified representatives shall meet by mutually acceptable means, shall attempt in good faith to reach an agreement and, if they do not do so within the period specified, shall refer the dispute to the next level at the end of such period.

Management Level	Customer Management Level	Licensor Management Level	Period of Resolution Efforts
First Level	Project Mgr. or equivalent	Vice President, Sales	7 days
Second Level	Group Manager or equivalent	Vice President, COO	7 days
Third Level	Senior Level or equivalent	Chief Executive Officer	7 days

- 13.2. **Mediation** - If a dispute between the parties arising out of or relating to the Agreement remains unresolved after the procedures in Section 13.1 have been completed or waived by both parties, then the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under the Commercial Mediation Rules, as modified by this Section 13.2. The mediation shall take place in the **State of West Virginia**. If the two parties cannot otherwise agree on the mediator, the mediator shall be selected according to the following process: (i) the parties shall request the American Arbitration Association to provide to both parties, within 15 days of receipt of the notice of mediation, a list of mediators that comply with the requirements set forth in this Section 13.2; (ii) within 5 days of receipt of the list of mediators from the American Arbitration Association, each party shall notify the other party of its selection of one person from the list; (iii) immediately following the parties' selection of the two persons, the parties shall send a notice to the two persons informing them that they have been selected, that their role will be to select another person from the list who will serve as the mediator of the dispute, and that they must inform both parties of their selection within 7 days; and (iv) if the two persons so selected fail to select an mediator within the stated 7-day period, the parties shall provide notice to the American Arbitration Association and direct the American Arbitration Association to select a mediator from the list within 7 days. Subject to the rules of the American Arbitration Association, the parties shall request that the mediation occur within a period of 20 days after the mediator is selected, and each party shall act in good faith to facilitate completion of the mediation within such period. The parties agree that a potential mediator's experience in the information-technology industry and experience in arbitrating disputes between service/equipment Licensors and purchasers of services and equipment shall be relevant factors in selecting the mediator.
- 13.3. **No Effect on Injunctive Relief** - A party must follow and participate in the processes outlined in Section 13.1 and 13.2 above before pursuing litigation or any other remedy.
- 13.4. **Performance Pending Outcome of Disputes** - In the event of a dispute between the parties pursuant to which Customer in good faith believes it is entitled to withhold payment, Customer shall be entitled to withhold payment of the disputed amount during the pendency of the dispute-resolution process described in this Section 13 and any subsequent litigation or other proceeding and Licensor shall continue to provide the Service at the same level and quality required by this Agreement, so long as Customer continues to pay undisputed amounts to Licensor.

14. Other Provisions

- 14.1 **Notice** - All notices, consents and other communications under or regarding this Agreement shall be in writing and shall be deemed to have been received on the earlier of the date of actual receipt, the third business day after being mailed by first class, certified mail return receipt requested, or the first business day after being sent by a reputable overnight delivery service. Customer's address for notices is State of West Virginia Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130. Licensor's address for notices is the address shown at the beginning of this Agreement. Either party may change its address for notices by giving written notice of the new address to the other party in accordance with this Section 14.1.
- 14.2 **Benefit of Successors and Assignees** - This Agreement and all of the terms and conditions hereof shall be binding upon and inure to the benefit of Licensor and Customer and their respective successors, transferees, or assignees. Any terms of this Agreement containing a reference to Customer, Licensor, or a party hereto shall apply with equal effect to any such successor, assignee, or transferee of the party in question.
- 14.3 **Assignment** - Customer may not assign this Agreement or convey any rights or obligations under this Agreement to a third party. Licensor may not assign this Agreement or convey any rights or obligations under this Agreement to a third party; provided however, Licensor may assign this Agreement to a purchaser of all or substantially all of its assets, a subsidiary or business unit, or a successor by merger or operation of law so long as such purchaser, subsidiary, business unit or successor agrees to be bound by the terms of this Agreement.
- 14.4 **Relationship** - The relationship between the parties created by this Agreement is that of independent contractors and not partners, joint ventures or agents. Nothing in this Agreement makes Licensor a sole supplier to Customer, grants any exclusive rights to Licensor, or prohibits Customer from obtaining similar or related services from other parties.
- 14.5 **Severability** - A determination that any provision of this Agreement is invalid or unenforceable shall not affect the other provisions of this Agreement.
- 14.6 **Headings Gender, Number and Language of Inclusion** - Section headings are for convenience of reference only and shall not affect the interpretation of this Agreement. Unless the context clearly requires otherwise, the singular includes the plural and vice versa, and the masculine, feminine and neuter adjectives include one another. As used in this Agreement, the word "including" shall mean "including, but not limited to".
- 14.7 **Governing Law & Venue** - This Agreement shall be governed by and construed under the laws of the State of West Virginia without regard to the conflicts of law provisions thereof. Venue is specifically set by agreement of the parties in the State of West Virginia.
- 14.8 **Publicity** - Licensor may not use Customer's trade names, trademarks, logos, service marks, or other proprietary marks in any manner, including but not limited to advertising, publicity, user lists, or guest lists or websites, unless Licensor has received prior consent from an authorized representative of Customer to do so, which consent may not be unreasonably withheld by Customer.
- 14.9 **Data Privacy** - Licensor may use Customer's contact information, including names, phone numbers, and e-mail addresses only in connection with the performance of its obligations hereunder.
- 14.10 **Remedies** - The rights and remedies of Customer set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it in law or equity. Notwithstanding anything to the contrary in this Agreement, in the event of an alleged breach of this Agreement by Customer, Licensor shall not use any type of electronic means to prevent or interfere with Customer's use of the Software without first obtaining a valid court order authorizing the use of such electronic means.
- 14.11 **Entire Understanding** - This Agreement and its Schedules and amendments constitute the entire agreement between the parties for the Software licensed hereunder, and will become binding when

signed by both parties. There are no understandings, agreements or representations not specified herein with respect to Software licensed hereunder. This Agreement may not be modified, except by a written amendment signed by duly authorized representatives of both parties.

- 14.12 Force Majeure - Any delay or failure of performance of either party to this Agreement shall not constitute a breach of the Agreement or give rise to any claims for damages, if and to the extent that such delay or failure is caused by an occurrence beyond the reasonable control of the party affected, including acts of governmental authorities, acts of God, material shortages, wars, riots, rebellions, sabotage, fire, explosions, accidents, floods, or strikes or lockouts of third parties. In the event one of the parties intends to invoke this provision, that party shall (i) promptly notify the other party of the cause beyond its reasonable control, the expected duration thereof, and the anticipated effect of such cause on its ability to perform its obligations under this Agreement, and (ii) shall make reasonable efforts to mitigate any such effects.
- 14.13 Costs of Litigation - If a dispute should arise relating to the rights and obligations of the parties under this Agreement, and should that dispute result in litigation, the prevailing party shall be entitled to recover all reasonable costs incurred in the defense or prosecution of the claim, including, without limitation, court costs and reasonable attorneys' fees.
- 14.14 No Waiver - Except as expressly set forth in this Agreement, the failure of either party at any time to require performance of any provision of this Agreement or to exercise any right provided for herein shall not be deemed a waiver of such provision or right unless made in writing and executed by the party waiving such performance or right. No waiver by either party of any breach of any provision of this Agreement or of any right provided for herein shall be construed as a waiver of any continuing or succeeding breach of such provision or right or a waiver of the provision or right itself.
- 14.15 Survival - All representations, warranties, indemnities and obligations of confidentiality expressly set forth herein shall survive the termination of this Agreement.
- 14.16 Confidentiality - SOE shall not disclose privileged or confidential communications or information acquired in the course of the performance of services under this Agreement, unless authorized in writing by Customer or as may be required by law. This provision does not apply to information that 1) has otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as a result of disclosure in breach hereof, 2) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party that the receiving party believes is not prohibited from disclosing such information to the receiving party by obligation to the disclosing party, 3) is known by the receiving party prior to its receipt from the disclosing party without any obligation of confidentiality with respect hereto, or 4) is developed by the receiving party independently of any disclosures made by the disclosing party to the receiving party of such information.

15. Effective Date

The Effective Date, when the parties intend for the Service to commence, is the date signed by Customer below.

16. Schedules

The following Exhibits are attached hereto and deemed part of this Agreement:

- Exhibit A Fees
- Exhibit B Hosted Environment – Annual Software Assurance and Support
- Exhibit C Technical Support Attachment
- Exhibit D Service Level Agreement

EXHIBIT B
HOSTED ENVIRONMENT
ANNUAL SOFTWARE ASSURANCE AND SUPPORT

1. Software Assurance Services - Operations

The software assurance services (the "Assurance") provided by Licensor to the Customer hereunder are in consideration of the annual charge described in Exhibit A, unless otherwise specified herein. The Assurance shall consist of:

- 1.1 All day to day operations of hosted products will be managed by Licensor staff or its agents, including required operating system and system utility administrative tasks and system back up and recovery. This includes management of system logs, coordination and installation of operating system patches and upgrades and system tuning.
- 1.2 Licensor will act as the database administrator for the application. Licensor will perform data back-up and recovery activities, manage and control database access, monitor and tune database performance and implement any required database patches and/or upgrades. Daily incremental backups will be performed Monday through Friday, after standard business hours. Full database back-ups will be performed weekly, after standard business hours. Database patches and/or upgrades are implemented as required, after standard business hours.
- 1.3 All maintenance will be performed done by Licensor staff or their agents.
- 1.4 Use of Licensor's reasonable commercial efforts to correct errors in the licensed Software. Errors are defined as the failure of the Software to operate in substantial conformity to the applicable documentation provided by Licensor to Customer for such Software.
- 1.5 Licensor will manage and maintain other items necessary to Hosting Services, including Software, internal network, firewall, routers, servers and data transmission equipment (including Licensors virtual private network (VPN)).

2. Support

- 2.1 Operations and Technical Support will be available Monday – Friday, 8:30 AM – 8 PM, Eastern Time ("Business Hours").
- 2.2 Access to after-hour support (8:00 PM to 8:30 AM PT Monday – Friday, plus Saturday – Sunday), will be available through our after-hours support team.
- 2.3 Response by Operations / Technical Support personnel will be within 4 hours, during Business Hours.
- 2.4 Operation / Technical Support will cover data transfer and database / application availability issues.
- 2.5 Operation and Technical Support will not cover end-use or analytical issues or questions.

3. Bandwidth

- 3.1 Licensor will provide equipment and related software to send and receive data at approximately a 100 Mbps (Megabits) per second rate. However, Licensor cannot guarantee Internet latency and over-all Internet performance.

4. Redundancy

- 4.1 Primary Production Facility – Licensor will provide and maintain a fault-tolerant state-of-the-art hosting facility, including redundant power and communications.
- 4.2 Licensor will also provide an out-of-state failover hosting facility, in case of massive failure of all redundant systems, with similar capabilities as the main data center.

5. Security

- 5.1 Licensor will perform user ID and password management and dissemination. Access to Hosting Systems, Software and Ancillary Software will be coordinated with the Customer.
- 5.2 Licensor and Customer may agree to set-up and use a mutually agreed upon data encryption mechanism to transfer data between the Licensor's and Customer's sites within thirty (30) days from the execution of this Schedule.

6. Additional Services

Customer may request Licensor to perform services of a different nature than, or beyond the scope of, those described above, and Licensor may provide such services ("Additional Services") upon the execution of a written amendment to the Agreement, and shall be compensated therefor by Customer at rates for such services as are customarily charged by Licensor. Examples of such Additional Services are:

- 6.1 Retrieval of data lost by hardware malfunction or operator error.
- 6.2 Operational support beyond the allocated four hours per incident.
- 6.3 Designing, programming, or testing of "customer specific" customization or requested enhancements.
- 6.4 Changes required to Customer's unique modifications to interface with updates to the standard version of the Software.
- 6.5 Additional training and instruction (other than what is provided with normal implementation).

EXHIBIT C
TECHNICAL SUPPORT ATTACHMENT

TECHNICAL SUPPORT RESPONSE AND RESOLUTION LEVELS SHALL BE AS FOLLOWS:

Severity Classification	Description	Response Time*	Resolution Time Standard**
1 - Critical	<ul style="list-style-type: none"> • Business critical function is down • Major impact to Customer's business • No workarounds exist 	As soon as possible, using reasonable commercial efforts, but no more than 20 minutes.	24 hours [^]
2 - Major	<ul style="list-style-type: none"> • Business critical function is impaired or degraded • There are time-sensitive issues that impact ongoing production • Workaround exists, but it is only temporary 	4 hours	2 days [^]
3 - Minor	<ul style="list-style-type: none"> • Non-critical function down or impaired • Does not have significant current production impact • Performance is degraded 	1 business day	4 weeks [^]
4 - Low	<ul style="list-style-type: none"> • Non-critical, function down or impaired • No business impact • Generic Service Enhancements 	1 business day	Mutually agreed timeframe based on prioritization.

* Response Time is the elapsed time between Customer's first report of a problem and when the Vendor assigns a ticket number for the problem.

** Resolution Time is the elapsed time between Customer's first report of the problem and the problem in the Software has been resolved.

[^] Level 1 – 3 issues may require resolution times that exceed these Response Time Standards. If fixes to level 1 – 3 issues are not resolvable within the timeframes listed above, Licensor will immediately notify Customer of the anticipated time to resolve the issue.

In the event that the issue is classified as a level 1 or level 2, Licensor will immediately assign a senior Product Developer to work exclusively on the issue. Additionally, the COO will be notified and the issue resolution will be given top priority. If the fix will require more than one business week to implement, Licensor and Customer will mutually agree on a resolution timetable and Licensor will provide updates at agreed upon intervals via email and/or telephone calls. Interim workarounds, if any, will also be communicated during the initial meeting and any subsequent communications should a workaround become available after the initial meeting.

Failure to meet the mutually agreed upon maintenance response timetable in the preceding paragraphs using reasonable commercial efforts will result, at the Customer's option, in triggering the Dispute Resolution provisions outlined in section 13.

EXHIBIT D
SERVICE LEVEL AGREEMENT

1. Licensor may schedule no more than 5 hours per week for routine maintenance, back-ups and data loads. Licensor may or may not choose to use this time for maintenance, back-ups and data loads, but downtime in this period will not count against Licensor's service availability commitment. For major new releases Licensor may from time to time require longer planned maintenance window. In the case of longer planned maintenance due to major releases, Customer shall be notified twenty-four (24) hours in advance of any scheduled down-time. Release builds and routine maintenance will typically be performed on weekends between 7:00 a.m. Eastern Time Saturday morning and Sunday 12:00 p.m. Eastern Time. Occasionally, bug fix builds will need to be performed during the business week. If a bug fix build is required to be performed during the business week, it will take place after 9:00 p.m. Eastern Time.
2. The Hosting Services shall be deemed "unavailable" if Customer is unable for all practical business purposes to transmit data to or receive data from the Hosting Environment, provided that the inability to transmit and receive data is not due to problems with non-Hosting Environment equipment, services, communication lines, or other products.
3. Failure to meet Availability service levels will result in penalties and will not be considered a breach of this Agreement. Penalties will be calculated according to the following matrix if Licensor falls below minimum service levels detailed below. All percentages exclude planned maintenance.

Availability	
Guaranteed System Availability Percentage	99.9% of Total Hours Per Month (excluding planned maintenance referenced in 1.1 above)
Credit to Customer's Account	3% of monthly fee for each 1% of the time period that the Services are down beyond committed levels
Penalty Cap	Maximum = Monthly fee

COST PROPOSAL

Pricing Page (Do not alter Pricing Sheet descriptions)				
	A.	B.	C.	D.
	Module / Service	Unit Price	Number of Units	Extended Cost
1	Statewide License	\$60,000	1	\$60,000
2	Pre-implementation Customization	\$ -----	1	Included
3	Hourly rate for additional customization services post- implementation.	\$100	40 Hours	Included
4	Cloud Hosting Charges Monthly	\$ -----	12 / months	Included
5	Date conversion and Paper file conversion for active accounts per candidate record	\$ -----	5015	Included
6	Date conversion and Paper file conversion for inactive accounts per candidate record	\$ -----	325	Included
7	Implementation costs: onsite design requirement session; onsite deployment; onsite train-the-trainer sessions; offsite train the trainer sessions	\$ -----	1	\$60,000
8	Per-month charges (First 36 months) :	\$ -----	36 / months	\$30,000
9	Per-month charges (Renewal Year 1) :	\$ -----	12 / months	\$20,000
10	Per-month charges (Renewal Year 2) :	\$ -----	12 / months	\$20,000
11	Per-month charges (Renewal Year 3) :	\$ -----	12 / months	\$20,000
12	Additional monthly charge for a sub-licensee per 3.1.5.8:	\$ -----	5	Included
TOTAL BID				\$210,000



a ScytI company

January 28, 2012

State of West Virginia
Department of Administration, Purchasing Division
Attn: Mr. Guy Nisbet
2019 Washington Street East
Charleston, WV 25305-0130

RE: RFQ SOS201209 CLOUD BASED CAMPAIGN REPORTING SYSTEM

Dear Mr. Nisbet:

Pursuant to your request through referenced RFQ, we are pleased to submit the attached proposal. ScytI, and wholly owned subsidiary SOE Software are jointly teaming up to provide the State of West Virginia the most secure, feature rich, CLOUD BASED CAMPAIGN REPORTING SYSTEM. Clarity CFINANCE provides a secure; cloud based reporting system that will help the WVSOS meet the requirements of Chapter 3, Article 8 of the WV Code pertinent to campaign finance.

Our technology is engineered with a combined 26 years of secure election specific experience and our Clarity CFINANCE system can be customized to each unique environment. In every instance of working with our customers- we have been able to convert customers from their legacy environment to a new customized business solution that meets the specific needs of the organization.

We are already West Virginia's trusted advisor for your Electronic Ballot Delivery System, used during the 2012 General Election- we learned much about working with the WVSOS office and each of the 55 counties working with you in that capacity.

Our team is greatly looking forward to partnering with the WVSOS office again on our industry-leading Clarity CFINANCE application with your staff. If you have any questions about our proposal, please contact me at 813-865-7548 or bmurphy@soesoftware.com. You may also contact our VP of Business Development Branden Elwell at 813-490-7231, or belwell@soesoftware.com.

Thank you again for the time and consideration,

Best Regards,

A handwritten signature in black ink that reads "Bill Murphy". The signature is fluid and cursive, with a long horizontal stroke extending from the end of the name.

Bill Murphy
Director of Business Development
SOE Software Corporation
bmurphy@soesoftware.com
(813) 865-7548 (Office)
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