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Header 1

[List View](#)**General Information** | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 970413

Procurement Type: Central Contract - Fixed Amt

Vendor ID: VS0000018544 

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Alias/DBA:

Total Bid: \$477,200.00

Response Date: 12/21/2021 

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SO Doc Code: CRFQ

SO Dept: 0606

SO Doc ID: HSE2200000005

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Solicitation Description: Emergency Management Information System (EMIS)

Total of Header Attachments: 1

Total of All Attachments: 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Annual Subscription for EMIS - Initial Year	1.00000	EA	168425.000000	168425.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Software Subscription and Implementation Services

Extended Description:

- 4.1.2 Contract Item 1: Annual Subscription for EMIS Solution
- 4.1.2.1 Vendor must provide an annual cloud-based subscription for EMIS Solution as defined in Section 4.1.1.
- 4.1.2.2 Vendor must provide access for an estimated quantity of 500 users simultaneously with the ability to add more users without delay as per

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Annual Subscription for EMIS - Optional Year 2	1.00000	EA	102925.000000	102925.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Software Subscription

Extended Description:

- 4.1.2 Contract Item 1: Annual Subscription for EMIS Solution
- 4.1.2.1 Vendor must provide an annual cloud-based subscription for EMIS Solution as defined in Section 4.1.1.
- 4.1.2.2 Vendor must provide access for an estimated quantity of 500 users simultaneously with the ability to add more users without delay as per

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Annual Subscription for EMIS - Optional Year 3	1.00000	EA	102925.000000	102925.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Software Subscription

Extended Description:

- 4.1.2 Contract Item 1: Annual Subscription for EMIS Solution
- 4.1.2.1 Vendor must provide an annual cloud-based subscription for EMIS Solution as defined in Section 4.1.1.
- 4.1.2.2 Vendor must provide access for an estimated quantity of 500 users simultaneously with the ability to add more users without delay as per

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Annual Subscription for EMIS - Optional Year 4	1.00000	EA	102925.000000	102925.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: Software Subscription

Extended Description:

4.1.2 Contract Item 1: Annual Subscription for EMIS Solution

4.1.2.1 Vendor must provide an annual cloud-based subscription for EMIS Solution as defined in Section 4.1.1.

4.1.2.2 Vendor must provide access for an estimated quantity of 500 users simultaneously with the ability to add more users without delay as per



RFP Response for an Emergency Management Information System (EMIS)

Submitted to State of West Virginia

Submitted by:

ESi Acquisition, Inc. (Juvare, LLC)
235 Peachtree St. NE, Suite 2300
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Point of Contact:

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21 December 2021





December 21, 2021

David Pauline
Senior Buyer
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Charleston, WV 25305
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Reference: Emergency Management Information System (EMIS) CRFQ 0606 HSE2200000005

Dear Mr. Pauline,

Juvaré is excited to propose a commercial off-the-shelf, configurable, highly-functional, web-based, cloud hosted solution built upon the world-class WebEOC platform. We are committed to delivering quality products and services to the emergency management community and have done so for over 20 years with more than 700 WebEOC implementations worldwide. We serve a variety of users across public and private industry including state and local emergency management, military, travel and tourism. These implementations account for thousands of individual agencies and countless end users collaborating in real-time. Locally the West Virginia Army National Guard recently selected Juvaré's WebEOC solution to expand their situational awareness and connect with others in a shared mission.

Our experience in the emergency management industry is unrivaled; our products are dependable, and we work tirelessly to cultivate successful customers. The State of West Virginia (the State) can rest assured that Juvaré will incorporate the best practices and lessons we have learned through our vast experience into this project. We will deliver improvements that increase the operational effectiveness and ease of use to your team. Implementing WebEOC provides an integrated solution for State employees to utilize during emergency activation, critical incidents, and daily operations. WebEOC will enable the State to manage every aspect of emergency operations.

We are experts at creating a common operating picture for your team and allowing groups to communicate during both daily operations effectively and seamlessly and in times of crisis. Our proposed solution includes the updated WebEOC software, implementation, configuration, training, and ongoing support.

We are confident that our experience, technology and 24/7/365 customer service model make us the right partner for the State. Please contact David Kennedy, Director, Business Development, at 678.490.4205 or via email at david.kennedy@juvare.com should you need any further information. We look forward to the opportunity to present our capabilities and experience to the State.

Respectfully submitted,

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Executive Summary

ESi Acquisition, Inc. (hereafter referred to as “Juvare”) is pleased to offer the following proposal for the WebEOC software, implementation, configuration, training and ongoing support to the West Virginia Department of Homeland Security Division of Administrative Services for the West Virginia Emergency Management Division (hereafter referred to as the State). Juvare has read the requirements outlined in the Emergency Management Software CRFQ document, and we have provided responses as appropriate and related to the solution-set proposed.

Juvare is the vendor of choice that can provide a robust but easy to use software platform hosted in the cloud, along with all required services. Our installation and configuration services, combined with our professional training are without equal in this industry. Our off the shelf solution can exceed the increasing information demands of the State and allows for expansion and upgrades.

The state and local emergency management process continues to evolve and WebEOC helps agencies with that evolution. In the past, as a community, we would view incidents as isolated occurrences. If there was a storm, then the local emergency management department would handle it. But as incidents become more complex and impact multiple counties, we must become more sophisticated. For example, a suspected shooter pulls a fire alarm to cause chaos, confusion, and disoriented crowds. In this scenario, a fire department response in isolation will fail. Neighboring counties and additional stakeholders need to become aware of the situation. A statewide WebEOC solution will enable the State to fully understand the needs across each jurisdiction so your team can best prioritize response and recovery activities.

As another example, could a robbery be related to a site evacuation order? There are several scenarios that we must plan, prepare, and respond to. Today’s incidents require a unique solution, one that is comprehensive yet adaptable, while enabling real-time communication between all key stakeholders. It is simply not enough to have a solution to execute business objectives; the State needs a solution that will empower the organization to bounce forward.

WebEOC is that bounce forward solution that is easy to use, accessible everywhere, and improves the quality of decision-making processes for emergency management. WebEOC allows you to see and understand operational risk and resource tracking that links to response team management and response frameworks. A true situational awareness solution.

Juvare understands the challenges faced by emergency management agencies are wide ranging and include:

- ✦ Susceptibility to natural disasters, man-made threats and business conditions, including weather risks, threats to infrastructure, terrorism, customer and citizenry demands and expectations;
- ✦ The need for a fully incorporated view of team capabilities and potential issues/hazards during day-to-day operations, as well as during emergencies, including the need for

other groups that could assist with emergency responses be privy to this information/view;

- ✦ A requirement for a communication plan that specifies how and when critical information is disseminated to employees, patrons/residents and other stakeholders;
- ✦ A lack of a distinctly identified hierarchy during crises and multiple, disconnected internal departments required to work together during disaster and threat response operations; and
- ✦ Having a common approach to the multitude of State areas of responsibilities.

WebEOC provides many technological advantages through facilitating situational awareness around all aspects of incident response; and incorporating WebEOC will assist with both daily and emergency process. The State can feel confident in knowing, as pressure for accountability increases, WebEOC is proven in the market and is trusted by regulatory authorities, federal agencies, as well as local peers and partners of the State.

Utilizing Juvare's WebEOC, the State's team will:

- ✦ Create a common-operating picture for involved stakeholders and teams, allowing these groups to prepare for, operate during and recover from all events and crises
- ✦ Communicate and update critical information during events, alerting the State's team, as well as other stakeholders, of new or changing situations that could require attention
- ✦ Provide the platform on which the organization can build checklists and procedures, ensuring that day-to-day-operations and unplanned events are responded to appropriately according to the State's own policy guidelines
- ✦ Allow the State's team to store, retrieve, and disseminate information to other team members and stakeholders, as well as communicate with the residents and public when necessary

As discussed through the course of this response, the true value of WebEOC to the State is the ability to tie everything together into a meaningful and actionable common operating picture. Along with the ability to collect, store and retrieve incident information including financial impact data required for reimbursement.

The base foundation of this strategy is the core emergency operations center (EOC) processes that every organization employs, easily augmented and configured for the State's specific processes, readily achieved and implemented with our platform. At the end of the day, Juvare's solution ties this information together in two key ways – with real-time process-specific integration and role-based data visualization.

WebEOC 9 Features and Benefits

WebEOC is a crisis and incident management solution that supports intelligent response and business resiliency. Organizations of all sizes use WebEOC's uniquely customizable set of utilities for complete situational awareness in support of their daily operations and emergency preparedness needs.

Key Benefits

- ✦ Proven reliability & battle tested with 20+ years in market
- ✦ Centralized information management/single source of truth
- ✦ Common operating picture
- ✦ Real-time communication for coordinated responses
- ✦ Faster alerting with seamless built-in notifications
- ✦ Easy Board Building with Low Code/No Code Editor
- ✦ Capture data and update forms from the field with WebEOC Mobile
- ✦ More informed/faster decisions
- ✦ Highly configurable solution that can be operationalized in minutes
- ✦ Streamlines daily and emergency operations
- ✦ Seamlessly connects with Juvare Exchange
- ✦ Comprehensive approach to crisis management that is not possible to achieve by niche organizations

WebEOC Standard Board Set

Our redesigned standard board set offers an enhanced user experience on boards that are 100% mobile responsive. With new and improved workflows, added dashboards, and more map-enabled boards, this standard board set also offers a new look and feel that, together with a more robust information architecture, help you consume the data you need to stay abreast of any situation and respond effectively.

New user interface elements, such as slide-out viewing, search and filter dialog, map zoom, and navigation tabs allow you to seamlessly access the information you need, when you need it. For example, you can quickly view and edit record details while staying on the list view, easily dive deep into the data to find the right record and automatically zoom to view the specifics of a record on the map.

New and improved dashboards clearly summarize key metrics on your desktop, tablet, or phone for a comprehensive overview of the situation with the ability to drill down into the data with a touch.

The updated State and Local Emergency Management board set is based on years of experience and best practices, to help users streamline their emergency management operations. It includes the following 16 boards out of the box that can be configured to meet the exact requirements of the State:

After Action Review	Incidents
Checklists	Incident Documentation
Contacts	Resource Requests
Damage Assessment	Road Closures
Distribution Sites	Schedule
Event Reporting	Shelters
Facility Status	Sign In/Out
File Library	Situation Report

Below are screen shots and additional information about a few of the key boards:

Incident Creator

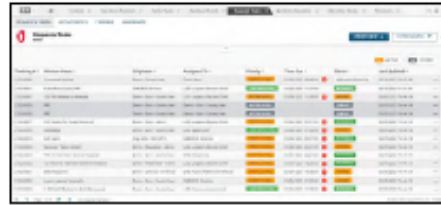
The Incident Creator board was updated to help you quickly and easily create incidents from your desktop or the WebEOC mobile app in real time.



Requests/Tasks

The Requests/Tasks board is a map-enabled board that provides information about resource requests and task assignments submitted in the EOC or in the field via mobile devices. Requests that are received are then routed to the appropriate position, allowing staff to manage all related activity and updates on the status.

Also relevant during day-to-day operations, the Requests/Tasks board allows you to manage non-emergency requests and tasks. This board includes all the core elements it had previously, plus several new features, including a new finance component and view, a new deployments view, a new history component that tracks the progression of a request, and a new request dashboard.



Event Reporting

The Event Reporting board is a map-enabled board that helps you document the incidents and actions taken by personnel in the Emergency Operations Center (EOC) or in the field. This board consists of the Activity Log and Significant Events views, both views include embedded maps to quickly view event locations for improved situational awareness. The Event Reporting board uses a log style view that allows you to expand and collapse records to view more or less information, along with a new Significant Events dashboard and a time-based filter to automatically remove records after a configurable number of hours.



After Action Review

The After Action Review board helps you document comments and suggestions as you work through an incident. You can quickly navigate between incident views to track issues all the way through resolution and also leverage the newly added corrective action tracking component to remain compliant with the Federal Emergency Management Agency's (FEMA's) Homeland Security Exercise and Evaluation Program (HSEEP) standards.



Damage Assessment

The Damage Assessment board is a map-enabled board that allows you to assist with federal reimbursements, when applicable, by tracking detailed information on the individual and cumulative dollar loss resulting from damage to private and public property.

In addition to the previously-existing jurisdictional reporting, this board now includes an individual assistance component that allows for capturing individual damage reports. Both elements have their own dashboard to summarize the jurisdictional and individual reporting.



Situation Report

The Situation Report board helps you collect reports from contributing entities to develop a published report. SITREPs (SITuation REPorts) are typically published at least once every 24 hours during an emergency. WebEOC provides a flexible format that can be used to support any organization structure, such as Incident Command System (ICS) and Emergency Support Functions (ESF).

Functional areas within the emergency response organization update their portion of the SITREP, which then populates a master SITREP. The master SITREP can be viewed online and approved before release.



WebEOC Operational Impact

WebEOC Functionality	Benefits	Estimate of Impact
Information Sharing through a CIMS	All departments, call centers, locations and designated personnel can obtain real time incident related information	Accurate and timely decision making and response to day-to-day and irregular operations
Maintenance of individual and organizational position log	Tracking of all information related to the position/ organization and incident	Organized recording and tracking of information through documentation of activities for use in reporting, analyzing response decisions, and responding to audit inquiries
Easy, Low Code/No Code Board Building with DesignStudio	A state-of-the-art solution that leverages a What- You-See-Is-What-You-Get (WYSIWYG) editor with drag and drop functionality to aid board builders in efficiently creating modern boards	Design robust boards faster and more consistently across multiple instances of WebEOC
Significant Events Boards	Information from individual and organizational logs can be pushed to higher level Significant Event Boards for a boarder audience to view.	Increased situational awareness for more comprehensive event understanding and common operating picture
Tracking of missions/tasks, logistics situations, and statuses of Critical Infrastructure, Facilities, and Processes	All designated personnel are aware of the status of any situation, entity, resource, or capability that needs tracked. Everyone knows what everyone else is doing and how it impacts them.	A coordinated response can be achieved, deploying only the necessary resources and capabilities, to bring the incident under operational control or back to status quo.
After-Action Comments Board	Timely tracking of all user recommendations for improvement and comments during an incident	Provides a concentrated source of feedback to generate an improvement plan to refine operational processes and can provide insight to address audit inquiries
WebEOC Alert Plugin	Deliver messages not only via email, push notifications, and the control panel as well as through licensed premium channels such as Microsoft Teams, Slack, and voice and text messages	Allows administrators to craft messages, recipients, and triggers for notifications without coding that can be executed across multiple channels as records are created or updated
New Status Boards, Forms/Reports, Checklists	Create or modify your own forms and workflows based on new requirements at any time	A more efficient and effective, personalized WebEOC based on change requirements
Documentation and imagery	Obtain the ability to store, transmit and receive incident documents, images and reference by all agencies	All agencies can obtain incident related documentation and imagery as needed from a sole source

WebEOC Functionality	Benefits	Estimate of Impact
Audit Trail	Create a permanent comprehensive record of the event or incident	Quickly access and obtain specific incident related data at any time during or after the incident
Mobile App	Stay on top of critical notifications about incidents, statuses, and resources, as well as capture data and update forms from the field from any from any Apple® iOS or Android™ device	Keep users connected to the command or emergency operation centers
Team Management	A comprehensive team management module for team administration, activation, deployment, and tracking	Track all team members' deployment, training and location.
Open API	An open API provides the platform on which numerous third-party applications can feed or receive data	The ability for true interoperability through the ease of enabling 3rd party integrations

3. Qualifications

Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

3.1 Vendor shall provide a minimum of five (5) relevant reference to demonstrate that it has proven experience in managing hosted/on-premises Solutions at a statewide level. All referenced Solutions shall be currently operational in a production environment. This information shall be provided prior to contract award.

Juvare has provided a total of five (5) unique references that comply with this requirement. Should the state require additional information or references, Juvare is happy to provide them.

State of Georgia Emergency Management Agency

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Florida Division of Emergency Management

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Wisconsin Department of Military Affairs, Division of Emergency Management

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3.2 Vendor shall provide references for unique projects that started and/or were completed, and/or are in execution in the past Three (3) years.

State of Alabama Emergency Management Agency

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3.3 Vendor shall provide at least One (1) of the references above in 4.3.1.1 from United States public sector/government clients.

The references Juvare has provided above comply with this requirement. Should the State need additional references, Juvare is happy to provide them.

3.4 Vendor shall provide a minimum of three (3) relevant references to demonstrate that it has proven experience in managing hosted/on-premises EMIS solutions at a statewide level. All referenced Solutions shall be currently operational in a production environment. This information shall be provided prior to contract award. The document provided as a reference shall include the state, organization name, point of contact, start and end date of implementation and EMIS modules implemented.

Juvare's reference projects with the State Departments of Emergency Management in Georgia, Florida, Wisconsin and Colorado included in section 3.1 above are all hosted/cloud-based projects. Our project with the State of Louisiana is an on-premise project. We will provide the additional requested information prior to contract award.

4. GENERAL REQUIREMENTS:

4.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below. Contract Items must meet or exceed the mandatory requirements as shown below.

4.2

4.2.1 Emergency Management Information System (EMIS)

4.2.1.1 Vendor must provide an EMIS solution that features the following:

4.2.1.1.1 Incident Reports

- 1. The EMIS shall enable authorized users to create, update, and view incidents from browsers, and mobile applications.**

Juvaré's WebEOC fully complies with this requirement. The solution enables authorized users to create, update, and view incidents from browsers and mobile apps.

- 2. The EMIS shall geolocate the incident based on the incident location data and update the Common Operating Picture (COP).**

Juvaré's WebEOC fully complies with this requirement. The solution enables the incident location to be captured along with other incident details and easily added to the COP map.

- 3. The EMIS shall receive, record, and log incident situation reports submitted by authorized users. These reports may contain but not limited to the following personal identifiable information (PII):**

- 4.2.1.1.1.3.1 First Name**
- 4.2.1.1.1.3.2 Last Name**
- 4.2.1.1.1.3.3 Phone Number**
- 4.2.1.1.1.3.4 Address**

Juvaré's WebEOC fully complies with this requirement. The solution receives, records, and logs incident situation reports submitted by authorized users. The reports will contain, first and last name, phone number, address and other details (e.g., username, email, etc.).

- 4. The EMIS shall provide a component to create, collect, and notify data related to different type of incidents that are reported through the Watch Center. These are the reports include but not limited to: Arson Investigations, Tip Rewards, Mine Incidents, Workplace Safety Tips, Safe Schools, Industrial Incidents, State Interoperable Radio Network (SIRN) operators' reports, and Infrastructure Protection Incident Notification (IPIN). The system shall allow the user to attach videos, photos, documents, and call recordings.**

Juvaré's WebEOC fully complies with this requirement. WebEOC allows users to create, collect, and notify data related to different type of incidents. For Watch Centers, forms will often be configured so when a specific incident type is selected, fields related to that incident type are displayed allowing Watch Officers to capture the right information for the selected incident type.

- 5. The EMIS shall enable the system users to change the status report and the system sends the report automatically as an email notification**

Juvaré's WebEOC fully complies with this requirement. WebEOC allows users to change the status of reports. After doing so, email alerts can be automatically triggered based on configured logic criteria being met (e.g., report approved). In the automated email, either the report details can be included in the body of the email message or added as a PDF attachment.

- 6. The EMIS shall select from a dataset the right contacts who receive the email notification.**

Juvaré's WebEOC fully complies with this requirement. This can be based selected users, selected roles (sending to all users assigned the selected roles) or group membership.

- 7. The EMIS shall offer a mobile application and system interface to update the contacts notification dataset.**

Juvaré's WebEOC fully complies with this requirement. Contacts can be easily viewed or edited from the WebEOC mobile application.

- 8. Depending on the type of incident, the EMIS shall pull data to auto-populate reports.**

Juvaré's WebEOC fully complies with this requirement. WebEOC has the ability to pull data depending on the incident type to auto-populate reports.

- 9. The EMIS shall offer a mobile application and system interface to update those datasets required to auto-populate a report.**

Juvaré's WebEOC fully complies with this requirement. WebEOC offers a mobile application which allows users to update data sets used to auto-populate reports.

- 10. The EMIS shall offer a system interface to update select lists, such as the agencies list and resources list. The system shall control names' duplication.**

Juvaré's WebEOC fully complies with this requirement. Authorized users can easily manage any dropdown lists. In addition to adding and editing values, lists can be easily imported or exported, and values can be quickly ordered alphabetically. When applicable, related sub list items can be easily managed as well.

- 11. The EMIS shall offer the option to send those reports as part of an email's content (email body).**

Juvaré's WebEOC fully complies with this requirement. As part of the email configuration, authorized users can define the details to be included in the email message subject as well as the message body.

- 12. The EMIS shall offer the option to call the phone numbers included in an incident report. It shall be possible from a mobile application and a system desktop/laptop/tablet interface. It is understood that the mobile device (phone or tablet) has a data plan.**

Juvaré's WebEOC fully complies with this requirement. WebEOC provides the ability to click phone number fields to initiate a call or select email to initiate an email from either desktop or mobile devices alike.

- 13. The EMIS shall offer the option to print incident reports. The printed reports shall include images, and the attachments' list.**

Juvaré's WebEOC fully complies with this requirement. Authorized users can print or save incident reports as PDF onto the local machine/device.

- 14. The EMIS shall geocode and present as a layer incidents per type of incident, and to include those layers in the COP. Those layers must be updated based on a data/time. It is understood the system is not replacing the whole dataset. It is updating based on new reports.**

Juvaré's WebEOC fully complies with this requirement. Incidents can be geocoded and made available as layers within the COP map. New reports will show within the COP as they become available.

- 15. The EMIS shall offer a dashboard per report type to monitor the notification status, access contact information per report type, and link to the datasets that are required to auto populate a specific type of report.**

Juvaré's WebEOC fully complies with this requirement. Dashboards can be configured to include key metrics, statuses, contacts, as well as links to external datasets, and more.

- 16. The EMIS shall offer the option to export data as a .csv or .xls format.**

Juvaré's WebEOC fully complies with this requirement. WebEOC can export data in .csv or .xlsx format. .xlsx is similar to .xls but is a more modern format.

4.2.1.1.2 Incident notification. The EMIS shall support automatic notification and support organizational as well as external email addresses.

- 1. The EMIS must enable authorized users to assign or remove members of the contact lists to associated message groups to facilitate rapid dissemination of messages to specific sets of recipients.**

Juvaré's WebEOC fully complies with this requirement. WebEOC allows users to create groups within contact lists to facilitate the rapid dissemination of messages to specific groups of individuals. The proposed solution allows for the dissemination of messages across multiply modalities such as voice, sms, text, email.

4.2.1.1.3 Contact lists and Directory. The EMIS shall enable users to create contact lists for emergency management staff and external contacts.

- 1. The EMIS shall use these contact lists to send reports, email, and notifications.**

Juvaré's WebEOC fully complies with this requirement. Users can create contact lists for emergency management staff and external contacts. These lists can be used when sending reports, emails and other notifications.

- 2. The EMIS shall eliminate the duplication of effort by enabling users to update contact data one time and update the instances where that contact is used.**

Juvaré's WebEOC fully complies with this requirement. Contact updates can be done in one area and updates are applied to where that contact is used.

4.2.1.1.4 User-based permissions. This system shall be capable of assigning user-based permissions to data. These permissions will be based on security levels determined by system administrator(s). The system will be capable of determining access to data based on user permission level.

Juvaré's WebEOC fully complies with this requirement. User accounts, positions, and groups are established based on specific organizational structures whereby they are given different levels of rights depending upon the position selected during the login process. Positions are assigned to users in advance of a disaster event based upon their role(s). This major differentiator means that you get to tell the software what your people see, not the other way around.

One of the great configurable advantages of WebEOC is the ability to share data on a position/group basis, such as operations or logistics. Because each user account in WebEOC is assigned a position, or multiple positions where necessary, it becomes very easy to assign

displays and dashboards to these users based on their specific need.

Many WebEOC administrators also seek to convey information in graphical formats that maximize information transfer while minimizing the screen real estate used. WebEOC dashboard views, executive overviews, and display view-based summary reports support the display of numerical data in chart and graph forms. This is another way that your logistics and operations sections can have data tailored to their view and functional needs. We have included the dashboard module.

- 1. Functional structure. The EMIS shall enable approved users to designate groups of users, by name or by functional position.**

Juvaré's WebEOC fully complies with this requirement. WebEOC administrators have complete control over the naming nomenclature of positions. Users will log in to the solution using their unique name for establishing accountability.

- 2. Incident management. The EMIS shall enable users to manage daily activities and to monitor and track all aspects of an incident or event.**

Juvaré's WebEOC fully complies with this requirement. WebEOC was designed from the beginning for agencies to manage parallel emergency events. It is very common, for example, to have a "Daily Operations" event and a "Winter Storm" event running parallel. A county and city can be running their own events separately while the State manages a regional event that everyone is connected to and collaborating through.

- 3. Duty and Call Logs. The EMIS shall enable users to access Duty Logs and Call logs.**

Juvaré's WebEOC fully complies with this requirement. The solution sets permission levels per position and a user with proper permissions can access duty logs and call logs in the solution within one or a few clicks of the mouse.

- 4. User management. The EMIS shall enable the system administrator(s) to define roles, assign privileges to users, create, maintain and/or delete users.**

Juvaré's WebEOC fully complies with this requirement. The solution's

Administrators configure user accounts and assign credentials to enable users to access the solution. Credentials include usernames and passwords. The credentials include many security options as assigned by the administrator such as hard passwords, lock-out thresholds, and password history.

Administrators then assign users to positions and groups for obtaining the users' proper permissions/privileges. The solution supports the creation of position access codes (PACs) for self-registration by users, if desired.

Administrators can add, edit, or delete users and/or roles at any given time. Such changes are recorded in the solution's audit log.

4.2.1.1.5 Interoperability. Vendor shall provide a solution that could interface with common EMIS web-based solutions.

- 1. The EMIS must be fully interoperable with Emergency Management Assistance Compact (EMAC) Operations System (EOS) for all functions.**

Juvaré's WebEOC fully complies with this requirement.

- 2. The EMIS can be integrated and interoperable with the resources management software implemented at the local level, the WVEMD resources management, and EMAC platform, and the Geospatial platform implemented at WVEMD. Currently, the WVEMD uses AssetCloud for managing assets and Inventory Cloud for WVEMD's warehouse items. The Geospatial platform implemented at WVEMD is based on ArcGIS platform.**

Juvaré's WebEOC fully complies with this requirement. While it was originally developed to meet the needs of emergency management agencies (EMAs) at the federal, state, and local levels, today our platform is not only used by government agencies such as the U.S. Departments of Agriculture, Defense, Energy, Homeland Security (CDP, FEMA, ICE, TSA, and USCG), Health and Human Services, CDC, EPA, and NASA, but also by corporations, public utilities, universities, and more. Utilizing WebEOC will allow West Virginia to communicate with these instances, sharing information to create a more complete common operating picture with not only these federal agencies, but also with state or regional-level instances like West Virginia Army National Guard, District of Columbia HSEMA, the National Capital Region (NCR), Virginia Department of Emergency Management (VDEM), Maryland Emergency Management

Agency (MEMA), Pennsylvania Emergency Management Agency (PEMA), Kentucky Division of Emergency Management, and Ohio Emergency Management Agency.

Juvaré has included our Request/Inventory/Deployments (RID) board in our proposed solution should the State want to utilize it to manage their inventory process within WebEOC.

WebEOC provides an information hub that lets you connect multiple WebEOC systems into a secure network to facilitate collaboration and information sharing. This solution can be successfully used by emergency management agencies to empower managers at national, state, and regional levels to communicate critical incident information in real time and streamline response efforts in their communities. The agency's WebEOC, or the publisher, sends these boards to the WebEOC server. The server forwards this information to other WebEOC systems in the network, or subscribers, so that emergency managers can see available boards and subscribe to them. This ability to seamlessly exchange data gives WebEOC systems in the network an ability to link incidents together. The advantage of linking incidents is that information is disseminated among jurisdictions in real time. When one of the EOCs in the network updates incident details, the updates become instantly available to the other connected WebEOC systems.

Juvaré has proposed an off-the-shelf integration with the ESRI ArcGIS platform offering bi-directional data sharing capabilities with the geospatial platform implemented at WVEMD.

In addition to off-the-shelf integrations and abilities to easily connect to other Juvaré solutions, WebEOC includes both REST and SOAP APIs which can establish interfaces with nearly any systems with similar APIs. Juvaré will work closely with the State to scope the interoperability to other resource management systems using the API.

3. The EMIS must have the capability to interoperate with the State's financial administration system to report material transactions including order and receipt of ordered material. Currently, the WVEMD uses OASIS.

Juvaré's WebEOC fully complies with this requirement. The solution does include an API service which can establish an interface with the financial administration system. Juvaré will work closely with the State to scope the interoperability to the financial administration system using the API.

4.2.1.1.6 Reports management. This system shall supply situational reports on the following factors of emergency management: event and incident reporting; resource requesting and management; response inventory management; infrastructure reporting, including road closures, hospitals, shelters, critical infrastructure; damage assessment; Community Lifelines; and a section for documents, images, user directory, organization charts, etc. the situational reports shall be saved as digital format, and printable from the EMIS interface.

Juvaré's WebEOC fully complies with this requirement. WebEOC can provide real-time status information, updates and reports on event and incident reporting, resource requesting and management, response inventory management, infrastructure reporting (such as road closures, hospitals, shelters, other critical infrastructure), damage assessment and can be utilized as a reference section for documents, user directory, organization charts and more.

- 1. The EMIS shall enable users to access situation reports and visual situation displays, and provide the means for visually presenting situational information in a dashboard and COP.**

Juvaré's WebEOC fully complies with this requirement. Most implementations of WebEOC are configured to support a roll-up process of information to create a common operating picture (COP). These processes can be established using permission-based assignments, data filtering, and record routing. For example, a record could be created at the lowest level by a user representing a local participant. This record, when saved, could then be passed to a user or group of users trusted with review capabilities. Upon review, the record could be escalated to higher and higher levels (and reviewers can intervene at every escalation), until the record reaches its highest level, which tends to correlate directly with visibility. If the reviewers determine escalation should stop at the municipal level, that record now becomes part of the municipal COP; if it stops at the county level, it becomes part of the county COP; etc.

Using filtering, records can be passed between levels that would not necessarily be considered part of the escalation process. For example, if Town A wanted to share a record with Town B, something like a checkbox could be clicked to enable this type of lateral sharing. Separate permissions

could be instituted, where perhaps Town B could be given read-only access or edit access to only a handful of data fields.

At each level a COP is formulated, that data can be aggregated into a report using assigned views and filter tools. The report can contain maps, graphs, charts, lists, summary queries, anything to support and elevate situational awareness.

Given WebEOC's high configurability, any process flow can be created to your requirements.

- 2. The EMIS must enable users to access Road Closure Notifications and reports from the West Virginia Division of Highways and display the information in the EMIS solution and the COP.**

Juvare's WebEOC fully complies with this requirement. WebEOC offers pre-established and tested workflows that match the needs of government clients and streamline both daily and emergency operations. Examples of these standard workflows include: Event Reporting, Resource Requesting, Situation Reporting, Shelter Tracking, and Road Closures. Pulling in data from partnering agencies is simple in WebEOC. Transportation maps, such as road closures, traffic speeds, or highway incidents, can be layered alongside incident data using WebEOC's Maps Add-On. Other external feeds can be seamlessly ingested into WebEOC using the API.

- 3. The EMIS must provide ad hoc user-defined reporting in which dynamic, real-time data reports are created by the user on an as-needed basis.**

Juvare's WebEOC fully complies with this requirement. Users can formulate custom queries using compounding filter, sort, and search capabilities to build focused reports.

- 4. The EMIS must provide data views that users can select based on parameter such as date, even type, counties. The data views should sort those views and enable the user to sort by parameter too.**

Juvare's WebEOC fully complies with this requirement.

5. The EMIS must provide detailed user access and activity reports.

WebEOC can support preparedness and response activities to multiple, simultaneous incidents. WebEOC provides the framework for all-hazards. In this use case narrative, the State's staff member would file the incident report regarding the teenagers in their Activity Log, part of the Event (ICRC terminology is 'incident') Reporting status board process. WebEOC will route or make the report visible and accessible to the head of the substructure, for further evaluation. If approved by the head of the structure, the report can be further escalated to the Office of the Director of Operations for validation. Once approved, the event/incident will be logged as Significant. When logged as Significant, the event/incident has elevated permission to provide additional visibility per the State's policy. Throughout this process, staff members could be alerted for key updates or when action is required via a variety of modes (e.g., email, mobile app, text, etc.). Given the severity of the event/incident, additional workflows will be leveraged, such as Requests Tasks for actions that may be required to address the message delivery issue and Situation Report status board used to create situational summaries each operational period. Requests Tasks will be assigned to the relevant individuals and provide leadership the visibility into the status, current notes, and other details related to the fulfillment of the request task.

Primary actions within existing WebEOC workflows involve:

- ✦ Event Reporting Process (Activity Log & Significant Events)
- ✦ WebEOC Alerts
- ✦ Requests Tasks
- ✦ Situation Report

4.2.1.1.7 Geospatial component. The EMIS shall be capable of generating dynamic maps and reports that represent a COP. The system shall be designed and equipped to upload of the GIS information for spatial display in the form of shapefiles, layer files, web map services (WMS), and .kml or .kmz formats.

Juvaré's WebEOC fully complies with this requirement. WebEOC GIS solutions allow the user to create a common operating picture with data from multiple WebEOC boards using GIS data layers and live feeds. Users are able to create a dynamic, geographically based picture without the need for specialized GIS or mapping expertise and can display data with custom icons that are relevant to their own organizations.

- 1. The EMIS's geographic component shall be capable of displaying a dynamic map identifying incidents, events, effects related to those events: and, the responding agencies involved, including agency contact information.**

Juvaré's WebEOC fully complies with this requirement. The WebEOC Maps Add-On will display a dynamic map identifying incidents, events, or emergencies, effects related to those events, and the responding agencies involved, including agency contact information.

- 2. The EMIS's geographic applications shall allow users to add new layers to the dynamic map.**

Juvaré's WebEOC fully complies with this requirement. The WebEOC Maps Add-On will allow appropriate users to add new layers to the dynamic map.

- 3. The EMIS's geographic application shall permit users to use the geographic analysis functions.**

Juvaré's WebEOC fully complies with this requirement. The geographic application allows users to use the geographic analysis function.

- 4. The EMIS shall enable the user to edit and update layers, query multiple datasets, and export the query in GIS formats, tabular or delimited formats.**

Juvaré's WebEOC fully complies with this requirement. Users have the ability to edit and update layers, query multiple datasets, and export the query.

- 5. The EMIS's geographic component must have a geographic application capable of supporting the resource request management.**

Juvaré's WebEOC fully complies with this requirement. The WebEOC Maps Add-On will allow authorized users to use the geographic analysis functions.

- 6. This geographic application shall contain dynamic maps for displaying information such as the status of resource request and delivery location. The dynamic maps must deploy in real time the resource request status on a map**

and in a table view. The application shall permit add, remove, and edit layers.

Juvaré's WebEOC fully complies with this requirement. Utilizing WebEOC's Maps Add-On in conjunction with the Requests/Inventory/Deployments (RID) solution West Virginia will have access to dynamic maps for displaying information, such as the status on a map and in table view. The State will be able to search the application by address, toponyms, coordinates and resource type, and this functionality will work on PC, tablet and mobile devices.

- 7. The EMIS shall permit dynamic search by address, toponyms, coordinates, and resource type. The application shall work on computer, tablet, and mobile devices.**

Juvaré's WebEOC fully complies with this requirement. WebEOC supports search by a variety of ways. This searching can be done across mobile and personal computer devices alike.

- 8. The EMIS's geographic component must include and integrate mobile applications to collect, present and disseminate data and information.**

Juvaré's WebEOC fully complies with this requirement. Most COTS WebEOC workflows include a geographic component. This includes the ability to capture data geographically but also to display mapped records in an embedded map interface. These geographic components work across mobile and desktop devices alike.

- 9. The EMIS must enable users to track incident locations and information and develop trend data over time during and incident.**

Juvaré's WebEOC fully complies with this requirement. The solution supports the use of graphical data representation through line, bar, and pie charts that can be used for trend over time displays by authorized users/team.

4.2.1.1.8 Training. The vendor shall provide all training opportunities leverage against the State's development and training platform of the EMIS solution. The vendor shall provide training for:

1. Users.
2. Trainers.
3. System Administrators.
4. Technical Staff, to include Information Technology, Programming, and GIS staff.

Juvaré complies with this requirement. Juvaré will use the State's Development platform for all WebEOC training. Juvaré will use a combination of WebEOC Bootcamp modules to address the individual needs of each group.

4.2.1.1.9 The Vendor shall make training available on-site for all user levels. The vendor shall identify the following:

1. **Course names (Serialized and in Sequential organization order)**

Juvaré offers WebEOC Bootcamp as its most fundamental offering, consisting of WebEOC End User Training, WebEOC Administration and Basic Board Building. This course is recommended for all new WebEOC administrators. In addition, Juvaré offers WebEOC Process Flow as an intermediate course for administrators and Advanced Board Building as its most technical offering. Custom curriculum may also be developed and delivered upon request.

2. Delivery Methods

Juvaré is proposing onsite System Administrator training and user training as requested within the CRFQ. Remote training is available if the State decides it would prefer remote training. Optional, additional trainings once implementation has been completed can be onsite or remote.

3. Length of each course

WebEOC Bootcamp is 2.5 days in length. Other course lengths vary depending on needs but are typically 1-2 days.

4. Schedule for standard yearly training course.

Juvaré's schedule for instructor-led courses, such as WebEOC Bootcamp, Process Flow, and Advanced Board Building is posted on <https://learning.juvaré.com>.

5. Type of course material that will be provided (course handouts, presentations, and other training materials).

Juvaré provides detailed syllabi for all standard courses, such as WebEOC Bootcamp, Process Flow, and Advanced Board Building on <https://learning.juvaré.com>. Additionally, electronic copies of course material used by the instructor(s) are available to all students.

6. Methods of ongoing, continuing, and on demand training.

WebEOC End-User and WebEOC Administrator classes can be taught face-to-face or via two-way webinar. Further, Juvaré provides online videos and other resources for on-demand learning and continuing education for our clients.

4.2.1.1.10 The Vendor shall provide initial training on-site for the following users. This training must be accompanied by user manuals.

- 1. System Administrators to include user access management, a minimum of ten (10) users.**
- 2. State Agency representatives, a minimum of fifty (50) users.**
- 3. Local Jurisdiction representatives, a minimum of two hundred (200) users.**
- 4. Non-governmental Organization Representatives, a minimum of one hundred (100) users.**
- 5. Federal Agency Representatives, a minimum of twenty-five (25) users.**

Juvaré complies with each of the requirements of 4.2.1.1.10. Juvaré will provide training to the requested groups for the State. For item one (system administrator training), our proposed solution includes training 10 users.

4.2.1.1.11 Document Management. The EMIS shall offer a document management component to support the emergency management workflow.

- 1. The EMIS shall enable users to access procedures, check lists and organization charts, and other documents.**

Juvaré's WebEOC fully complies with this requirement. WebEOC includes all ICS and FEMA forms as standard. We also conduct updates to these forms as they are change by their respective agency and include them with product updates as needed. They are also configurable beyond the basic form. All ICS forms roll up into a custom, incident specific IAP, which advanced users can set up by picking which ICS forms to include.

Sharing the IAP is easy when the friendly formatted PDF can be emailed or set through other electronic means. WebEOC boards can also be updated to leverage the application's configuration with an email server. Once configured, data can be sent via email from WebEOC boards to user-defined or pre-defined recipients.

- 2. The EMIS must allow users to import and export information including resource data.**

Juvaré's WebEOC fully complies with this requirement. With Resource and Request boards, an import feature allows you to download a template spreadsheet in .CSV format, providing you with column headings that comply with the Inventory component. After completing the spreadsheet, you import it into the Resource and Request board to update the inventory.

- 3. The EMIS shall enable users to prepare and disseminate situation assessment information and recommendations.**

Juvaré's WebEOC fully complies with this requirement. Once information is entered into the solution such as situation assessment information, the solution disseminates/shares the information real-time to the appropriate users within the designated space.

- 4. The EMIS shall provide access to electronic West Virginia Emergency Operations Plan, State Emergency Operations Center (SEOC) Standard Operating Guidelines (SOG), Incident Command System (ICS) forms, documents, and**

templates for approved user to edit, update and subsequently store within the application in the user interface.

Juvaré's WebEOC fully complies with this requirement. The electronic BCERMS EOC and ICS forms, documents, and templates can be stored or replicated within the solution and made available to users.

5. The system must also provide for customization of displays or reports, based on the users' needs

Juvaré's WebEOC complies with this requirement. WebEOC provides administrators the ability to create, customize and assign an unlimited number of status boards for tracking of different types of information and workflows. This is a powerful fundamental of our solution. We provide training on this capability specifically so that you are able to modify and evolve your system without us should you desire to do so.

System users have flexibility to customize their view by opening boards as tabs and easily dragging and dropping tabs to order and re-order as necessary. Tabs opened are also remembered when logging off and back on and are unique to each position for circumstances where users fill multiple roles and monitoring different boards.

When using the WebEOC dashboard tool, users can further customize their view with a user defined dashboard for an even greater flexibility and common operating picture.

6. The EMIS must generate reports as requested on the levels of material at the report time and usage or consumption over a defined time interval to enable consumption to be addressed.

Juvaré's WebEOC fully complies with this requirement. WebEOC will generate these reports.

7. The EMIS must be able to receive, record and log incident intelligence and security reports from identified and verified external agencies

Juvaré's WebEOC fully complies with this requirement. The solution proposed includes the ability to attach, receive and log reports from

external agencies. The client chooses who shall have access to the solution for viewing, uploading, etc.

8. The EMIS shall be capable of storing and managing documentation to be retained as record.

Juvaré's WebEOC fully complies with this requirement. The solution can store official documentation and retain as record.

9. All data shall remain the property of the state and will not be available for dissemination by the vendor.

Juvaré fully complies with this requirement.

4.2.1.1.12 Logistics support. Resource management. The EMIS shall enable users to direct, task, receive, and monitor resource requests.

1. The EMIS shall enable users to plan and manage the acquisition and distribution of personnel, equipment, and material required to sustain an incident operation.

Juvaré's WebEOC fully complies with this requirement. WebEOC Requests/Inventory/Deployments (RID) enables you to handle critical assets from inventory cataloging to resource requests and deployments in a fast and efficient way. This add-on supports interoperability across agencies by allowing you to define inventory based on recognized NIMS resource definitions and then manage and track those resources in real time. For custom processes, WebEOC can be used to produce a board to match current operational workflows as well.

2. The EMIS shall enable users to register, update, and delete resources from the resource management component.

Juvaré's WebEOC fully complies with this requirement. The WebEOC Requests/Inventory/Deployments (RID) solution allows users to register, update and delete resources from the resource inventory.

3. The EMIS shall offer a resource request option with the capacity to document partially fulfilled requests.

Juvaré's WebEOC fully complies with this requirement. The WebEOC Requests/Inventory/Deployments (RID) solution allows users to document partially fulfilled requests.

4. The EMIS shall enable users to track the pre- positioning of resources and managing supplies in facilities.

Juvaré's WebEOC fully complies with this requirement. The WebEOC Requests/Inventory/Deployments (RID) solution allows users to view the location of inventory items as well as deployed resources and resource requests.

5. The EMIS shall enable users to task transportation resources to transport and deliver supplies.

Juvaré's WebEOC fully complies with this requirement. Logistics support users will be able to task personnel to transport and deliver supplies. The solution will utilize the WebEOC Maps Add on module to enhance and accomplish this requirement. The Deployments component provides the user with a detailed view of all of the resources that have been deployed. You can view, edit, and print deployment information.

The Inventory component provides the user with a detailed view of inventory. They can view, update, add, delete, and map the location of inventory and also deploy inventory resources from within this component. An import feature can download a template spreadsheet in a .CSV format, providing the users with column headings that comply with the Inventory component. After completing the spreadsheet, you import it into the Resource Request module to update the inventory. In addition, the Mapping application will route and track the delivery.

6. The EMIS shall enable users to monitor and forecast the consumption of supplies.

Juvaré's WebEOC fully complies with this requirement. Logistics support users will be able to monitor and forecast the consumption of supplies within WebEOC. The inventory within the Resource Request module

provides the status, assignment, and location of the supplies as they are being requested and deployed.

7. The EMIS must allow users to plan, manage, track, and observe costs incurred.

Juvaré's WebEOC fully complies with this requirement. Resource Request Module will provide the support staff with the ability to oversee resource allocations. Inventory items will track actual cost, cost rates, reimbursement amount, and reimbursement type. In addition, the inventory items can be deployed against a resource request thus allowing the staff to observe the status and plan for future resourcing needs based on inventory levels and deployment lengths. Further, the staff can generate reports.

8. The EMIS shall provide users electronic and printable forms for logging and reporting the ordering, receiving, and issuance of material.

Juvaré's WebEOC fully complies with this requirement. The solution will support the use of the State forms. The user can print or save as PDF onto the local machine/device.

9. The EMIS shall receive, log and report to users the status of personnel, equipment, and logistics resources throughout an event.

Juvaré's WebEOC fully complies with this requirement. Authorized users or positions with the proper permissions are able to have full awareness of the status associated with personnel, equipment and logistical resources.

10. The EMIS must enable logistics support users to plan and monitor the routing and movement of supplies from staging areas, distribution points, and other supply facilities.

Juvaré's WebEOC fully complies with this requirement. Logistics support users will be able to plan and monitor the manage stocking levels of supplies from a facility to the destination. WebEOC utilizes GPS tracking and/or barcode scanning to assist in monitoring such movements of supplies.

11. The EMIS must enable logistics support users to monitor and manage stocking levels of supplies held in staging areas, distribution points, and other supply facilities.

Juvaré's WebEOC fully complies with this requirement. Logistics users will be able to monitor and manage stocking levels of supplies held in supply depot facilities. The logistics support staff will be able to monitor supplies according to various fields such as quantity, supply descriptions, locations, and deployments. This information in WebEOC combined with the reporting feature will enable the staff to forecast consumption rates based on the information accessed.

12. The EMIS must be capable of allowing accessibility on mobile devices in an application format. Mobile applications shall be able to perform all functions of basic inventory management without the need for data connectivity due to potential lack of communications in remote sites. Mobile applications shall be able to perform automatic inventory updates when a user enters into an area that has data connectivity available.

Juvaré's WebEOC fully complies with this requirement. Juvaré can create forms which can be deployed to the WebEOC mobile app. These mobile forms can be used to capture inventory records while in an offline state and records are synchronized with WebEOC once connectivity is available.

13. The EMIS shall be capable of supporting hardware such as barcode/QR Code scanners and barcode/QR Code printers. Mobile applications shall be capable of utilizing the mobile device camera as a barcode/QR Code scanner.

Juvaré's WebEOC fully complies with this requirement. WebEOC supports both the use of barcode/QR hardware and/or using mobile devices for bar code scanning use cases.

4.2.1.1.13 Financial and administrative support. The EMIS shall provide support for the following processes:

- 1. Financial and administrative support for procurement of material and services.**
- 2. Monitoring and reporting of costs related to**

- an incident.
- 3. Providing cost analysis services.**
- 4. Documenting individual transaction receipts.**

Juvaré's WebEOC fully complies with this requirement. WebEOC will provide financial administrative support for procurement of materials and services, as well as monitor and report the costs related to an incident. Cost analysis services and reports can also be found standard in WebEOC. The WebEOC application will address each of these points via the use of a WebEOC Status Board. The status board will be configured for the State to support procurement of material and services, monitor and report costs related to an incident, manage and report on injury claims, and provide cost analysis services.

- 5. The EMIS must enable users to provide administrative support for procurement of materials and services including the ability to:**
 - 1. Identify local sources for equipment rentals.**
 - 2. Identify local sources for material supplies.**
 - 3. Record orders and receipts for equipment and supplies.**
 - 4. Provide capability for the upload/import of database of existing or acquired inventories.**

Juvaré's WebEOC fully complies with this requirement. The solution will address each of these points via the use of a WebEOC Status Board. The status board will be configured for the city to identify local sources for equipment rentals, identify local sources for material supplies, record orders and receipts for equipment and supplies, and provide the capability to upload/import existing inventories.

- 6. The EMIS must enable users to provide cost analysis services including the ability to:**
 - 1. Identify material and personnel that require payment.**
 - 2. Enter and record all cost data.**
 - 3. Maintain accurate records of incident costs.**
 - 4. Support planning activities through preparation of estimates for resource usage.**

Juvaré's WebEOC fully complies with this requirement. The solution will

address each of these points via the use of a WebEOC Status Board. The status board will be configured for the State to identify material and personnel that require payment, enter and record all cost data, maintain accurate records of incident costs, and support planning activities through preparation of estimates for resource usage.

4.2.1.1.14 Forms and templates. The EMIS shall provide the electronic fillable and printable forms for users to prepare, share, present, electronically sign, and print required documents.

Juvare's WebEOC fully complies with this requirement. The solution will support electronic and printable (or save as PDF) forms to include situation reporting, incident action planning, and contingency operations plan. Access, editing, and approving these plans are set by permissions assigned by the State's plans and procedures.

1. The EMIS shall enable electronic and customizable forms.

Juvare's WebEOC fully complies with this requirement. The solution includes the ability to create, edit and store the electronic EOC and ICS reports. The solution administrator can create and edit an electronic form at any time, even during a response by using the solution's form building/editing wizard or via HTML viewing. In addition, the solution, off-the-shelf, comes with standard ICS forms.

2. The EMIS shall allow users to update, create or import user generated forms. System upgrades must allow for continued use of previously generated forms.

Juvare's WebEOC fully complies with this requirement. The solution allows users to update, create and import user generated forms. System upgrades allow for continued use of previously generated forms.

4.2.1.1.15 Situational Awareness. The EMIS shall be able to provide tailored views.

1. The EMIS's situation display shall be able to display geographical views with geo-referenced features on map overlays.

Juvare's WebEOC fully complies with this requirement. The solution includes the WebEOC Maps Add-On module which allows end users viewing the map to click on a specific point and create a record within the solution from the map. WebEOC Maps Add-On allows for bi-directional entry into WebEOC status boards.

2. The EMIS's situation display shall be capable of displaying one or more selectable map overlays.

Juvare's WebEOC fully complies with this requirement. WebEOC Maps Add-On is capable of displaying one or more selectable map overlays and allows each end user to select and adjust the base maps, select which WebEOC Status Board data to show on the map, create a bookmark with annotations on their map, and select any available GeoRSS feeds to view on the map. Base maps published by ESRI ArcGIS and rendered in WebEOC Maps Add-On will display the latest version of the base map upon refreshing.

WebEOC Maps Add-On can display one or more selectable map overlays created by EOC members to display static and incident data types. Features can be in point, line, and polygon formats, and it provides users with the tools to geocode these display formats. Features can also be set to custom icons, labels, and colors to indicate attributes, such as types and statuses. All data will update in the maps in real time to reflect the additions and updates of the users.

Base maps can also be configurable by the user. Vector, satellite, or aerial maps can be set as the base layer to better enrich the overall spatial and situational awareness of the users.

3. The EMIS's situation display shall be capable of displaying a situation report, operational information, status report, or map image received from users.

Juvare's WebEOC fully complies with this requirement. WebEOC's configurable dashboards will display situation report, operational information, status report, or map image received from users.

4. The EMIS's situation display shall include the ability to display selectable levels of detail to enable users to see summaries such as a dashboard display to indicate elements that may require attention.

Juvare's WebEOC fully complies with this requirement. The solution includes the ability to display selectable levels of detail – from the 20,000

foot view to the 5 foot view. The solution supports this ability through different displays and filters that are applied to the information. These details can be used in the dashboard module.

- 5. The EMIS's situation display shall be capable of integrating and displaying live images and audio/video feeds from external sources such as traffic monitors, security cameras, surveillance cameras or data feeds.**

Juvaré's WebEOC fully complies with this requirement. The solution is capable of displaying live feeds. The solution requires the IP/URL address, as well as any required credentials, and can work on both internal and external sources.

- 6. The EMIS shall be capable of capturing and disseminating the image showing on the situation display to selected user(s).**

Juvaré's WebEOC fully complies with this requirement. The solution is capable to disseminate the image via the proper permissions assigned to local, remote, and external users. An internal archiving mechanism can essentially create a snapshot of the data, which can then be stored and retrieved by permitted users during and after the incident response.

- 7. The EMIS shall provide for managing and reporting of injuries and deaths.**

Juvaré's WebEOC fully complies with this requirement. Information, such as injury and death statistics and details can be managed and stored within WebEOC.

- 4.2.1.1.16 Community Lifelines. The EMIS shall automatically generate a dashboard, and status based on the Community Lifelines. The EMIS shall allow users to generate and store time-stamped Community Lifelines reports based on jurisdiction and event.**

Juvaré's WebEOC fully complies with this requirement. Juvaré has developed several Community Lifeline dashboards for existing state level emergency management clients. These dashboards can be reviewed with the state to determine which one best meets the needs of West Virginia.

4.2.1.1.17 Communication. The EMIS shall offer chat rooms and virtual conference rooms configurable by users. The EMIS shall enable the users to capture and manage content. The EMIS shall enable the users to save and store documents, recordings, and aids used in a chat room or virtual meeting.

- 1. The EMIS must provide the means to communicate easily with one or more remote users (by name or by function) using real time text messaging that is logged and recorded.**

Juvaré's WebEOC fully complies with this requirement. WebEOC Alerts can send text messages from any board/workflow within the system. These messages can be directed to one or more users (by name), position (functional role) or group. Messages sent are logged and recorded.

- 2. The EMIS must have the ability to send automated text messages, voice chat messages, or video messages to mobile devices.**

Juvaré's WebEOC fully complies with this requirement. The new WebEOC Alerts component allows administrators to easily configure boards to send text messages, voice calls as well as target a variety of other modes (e.g., email, MS teams, Slack, internal notifications, mobile push notifications, etc.). Video messages are supported using the ability to send attachments of video files.

- 3. The EMIS shall be capable of logging chat history in order to be retrieved by users at a later time.**

Juvaré's WebEOC fully complies with this requirement. The WebEOC Chat tool has two main areas. One-on-one chat and group chat. One-on-one chat history is deleted when the conversation is closed by both parties. This feature was designed based on client feedback on how users prefer this feature to work. Group chat on the other hand, keeps the full history of chat to fully satisfy this requirement. Some agencies do have requirements where conversations cannot happen without a history being maintained. In this case, one-on-one chat can be easily disabled, and group chat used.

4.2.1.2 Software Administration. The EMIS's administrative and management functions shall be available to the system administrators.

Juvaré's WebEOC fully complies with this requirement. The solution allows for multiple full administrator groups and sub-administrator accounts.

4.2.1.2.1 The EMIS must provide user access through desktops, laptops, and mobile devices, such as, tablets or smart phones. The EMIS must let a user remain logged in at the same time on different devices.

Juvaré's WebEOC fully complies with this requirement. WebEOC allows users to login in through personal computers (e.g., desktop or laptop) as well as and mobile devices (e.g., tablets, smart phones, etc.). WebEOC allows users to be logged in via a personal computer and a mobile device at the same time. For security purposes, users are limited to a single desktop session at a given time.

4.2.1.2.2 The EMIS must enable a user to sign on 'once' for access to all embedded applications.

Juvaré's WebEOC fully complies with this requirement. WebEOC includes a Single Sign-On Module for this purpose. Single Sign On (SSO) allows you to quickly and securely access WebEOC by skipping the login process. Integrated with your Active Directory system, SSO remembers a user after their first login, negating the need for users to re-authenticate upon subsequent access.

4.2.1.2.3 The EMIS shall be able to define a structured top-level organization with fully functional sub-organizations that operate in a hierarchy of authority.

Juvaré's WebEOC fully complies with this requirement. The solution is highly configurable from the forms/templates to the workflows and permissions. The solution is configured to the business logic (plans/procedures) of the client. Therefore, an authoritative hierarchy can easily be established.

4.2.1.3 Technical Requirements

4.2.1.3.1 The EMIS shall be compatible with multiple factor identification and its use for system access.

Juvaré's WebEOC fully complies with this requirement. If the State has CAC or a PIV card (aka smart card) access, we can incorporate that into the SSO process. Also, the new Mobile app release will support biometrics with touch and face sign-in as well.

4.2.1.3.2 The EMIS shall provide for single sign on and for PIV/PIV- I/CAC integration for system access based on Federal Information Processing Standard (FIPS 201-2) requirements.
<https://csrc.nist.gov/publications/detail/fips/201/2/final>

Juvaré's WebEOC fully complies with this requirement. The WebEOC Single Sign-On module will provide this functionality.

4.2.1.3.3 The EMIS shall record the failure of a login attempt. The solution shall have the flexibility to lock the user account after an Administrator-specified number of attempts. The solution shall have the capability of providing unattended password reset capability.

Juvaré's WebEOC fully complies with this requirement. The solution records all failed login attempts by recording the user account, date, time. Solution administrators can set a lock-out threshold for failed login attempts by a user. The solution does allow for password reset capabilities and enforcement of strong passwords.

4.2.1.3.4 The EMIS shall have the ability to provide event logging for successful logins, IP addresses of every authenticated user, failed login attempts, IP addresses of every failed login attempt, user database changes, log failures and/or errors.

Juvaré's WebEOC complies with this requirement in that the solution provides an audit log that captures successful logins (user/position/incident), failed logins (attempted credentials), date/time, and changes committed to the system. However, the system does not capture the IP Address of the user, unless a custom script is built within a board.

4.2.1.3.5 The EMIS shall include the means of recovering from a system failure using data previously backed-up.

Juvaré's WebEOC fully complies with this requirement. Data previously backed-up can be used to recover from a system failure. In an on-premise implementation, Juvaré can make recommendations for backups, redundancy, and failover procedures for complete disaster recovery.

4.2.1.3.6 The EMIS shall limit access to those users who have valid login permissions and credentials.

Juvaré's WebEOC fully complies with this requirement. Solution access is granted only to unique named users with accounts and having a valid password that meets the security options selected by the solution administrator.

4.2.1.3.7 The EMIS log in procedure shall include a requirement for users to agree to the state's confidentiality agreement prior to gaining access on each log in.

Juvaré's WebEOC fully complies with this requirement, and a splash page can be fully configured by the State.

4.2.1.3.8 The EMIS shall enforce strong alphanumeric passwords and periodic password changes. It means, minimum eight characters, combination of numbers, letters, special characters, and monthly password changes.

Juvaré's WebEOC fully complies with this requirement. The solution includes the following password security measures:

- 1) Enforce strong passwords
- 2) Password age (set by administrator)
- 3) Minimum password length
- 4) Enforce password history
- 5) Reset password on next login

4.2.1.3.9 The EMIS shall provide capability of a user to obtain password reset by administrator and by verification and via approved email and/or text.

Juvaré's WebEOC fully complies with this requirement. The solution supports password reset the user will be prompted upon next login attempt. In WebEOC, a user can reset his or her password via their account-registered email, obviating admin intervention. We can also leverage SMS gateways to relay the email via text message.

4.2.1.3.10 The EMIS shall be scalable to automatically accept any number of users to a maximum of 500 users logged in simultaneously with capability to add additional users with no delay.

Juvaré's WebEOC fully complies with this requirement. The proposed Enterprise solution supports 750 uniquely named users for simultaneous use. We can discuss additional options available to the State should there ever be a need for more than 750 simultaneous users.

4.2.1.3.11 The EMIS shall adhere to industry standard scalable relational database architectures that are able to provide input or output to other Enterprise systems.

Juvaré's WebEOC fully complies with this requirement.

4.2.1.3.12 The EMIS's Graphical User Interface (GUI) shall be a windows-based interface, and mobile app User Interfaces (UI).

Juvaré's WebEOC fully complies with this requirement. WebEOC is accessed via the internet and can utilize all major web browsers. Juvaré's solution offers mobile apps on iOS and Android™ smartphones.

4.2.1.3.13 The EMIS shall have the following environments: production, training, and development environments. The training and development platform shall have the same functionality and capabilities of the production platform. The development platform will be used for change management. The training platform will be used for training, exercises, and scenario modeling.

Juvaré's WebEOC fully complies with this requirement. The State can utilize a Non-Production Instance of their WebEOC instance to provide change management, training, development, and scenario modeling.

4.2.1.3.14 The EMIS shall have complete redundancy across all components and a sole Disaster Recovery solution, in the event of data corruption, hardware malfunction, or cyber- attacks.

Juvaré's WebEOC fully complies with this requirement. The solution includes complete redundancy and multiple methods of Disaster Recovery.

4.2.1.3.15 The EMIS shall have multi-server fault-tolerant architecture with full redundancy and automatic recovery.

Juvaré's WebEOC fully complies with this requirement. The solution provides a load balanced web server environment and database server failover capability to ensure redundancy.

4.2.1.3.16 The EMIS shall support multi-site architecture that provides for the following replication sites and supports an Active/Active platform for high- availability and load balancing. The sites must meet the following minimums.

- 1. Primary replication site at least 50 miles from our facility.**
- 2. Secondary replication site at least 100 miles from our facility and at least 100 miles from the primary replication.**
- 3. Tertiary replication site at least 200 miles from our facility. and at least 200 miles from the secondary replication.**

The vendor shall provide a copy of their disaster recovery plan upon Agency request.

Juvaré's WebEOC fully complies with this requirement. The solution provides geographically separate datacenters that support the stated requirements. Juvaré can provide a copy of our disaster recovery plan upon request.

4.2.1.3.17 The EMIS shall provide data backup to include error checking and correcting during backup to ensure backed-up data is valid.

Juvaré's WebEOC fully complies with this requirement.

4.2.1.3.18 The EMIS shall provide for records maintenance and retain information until permanently deleted.

Juvaré's WebEOC fully complies with this requirement.

4.2.1.3.19 The EMIS shall provide flexible emergency management support functions for day-to-day operations and large-scale multi-agency response.

Juvaré's WebEOC fully complies with this requirement. The solution will support day-to-day operations and can scale up during an activation to support large-scale multi-agency response.

4.2.1.3.20 The EMIS emergency management support functions shall enable users to share, analyze, and prioritize information across multiple jurisdictions in text, images, and geo- referenced map formats.

Juvaré’s WebEOC fully complies with this requirement. The solution provides EOC staff to share and collaborate across multiple jurisdictions in text, images, and geo-referenced map formats because the solution will be configured to the EOC plans and procedures which dictate such sharing and collaboration.

4.2.1.3.21 The EMIS shall operate as a web application in which users interact with the EMIS through any web browser, and mobile applications.

Juvaré’s WebEOC fully complies with this requirement. The solution is web-based. Users access the solution through a web browser. Multiple web browsers are supported – the latest version of Microsoft Edge, Google Chrome, Mozilla Firefox, and Apple Safari. Juvaré’s solution offers mobile apps on iOS 13 or later and Android™ 6 or later devices.

4.2.1.3.22 The EMIS shall be browser independent, and device awareness industry requirements.

Juvaré’s WebEOC fully complies with this requirement. The solution is highly accessible. The solution supports the latest versions of the following browsers: Apple® Safari®; Mozilla® Firefox® and Google Chrome. In addition, WebEOC supports the following mobile operating systems:

- Apple® iPhone® (latest OS version)
- Apple® iPad® (latest OS version)
- Android™ devices (latest version)

4.2.1.3.23 The EMIS shall be built on a highly secure platform. The Vendor shall describe their platform and security measures such as end-to-end encryption.

Juvaré’s WebEOC fully complies with this requirement. WebEOC helps organizations and agencies meet the requirements of Department of Defense Instruction DoDI 6055.17, including maintaining a comprehensive, all-hazards IEM Program on DoD installations worldwide; supporting civil

authorities; following NIMS and ICS procedures; and coordinating preparedness, response, and recovery requirements and capabilities with state, local, and tribal governments; other military departments.

WebEOC is an EDXL solution in a 3-tiered arrangement using standard web browser on the front end to access a web server and a database SQL server on the backend. It can be deployed inside an intranet or internet DMZ. We would use our API to connect to third party systems of record where you wanted to pull or push data between the two systems. We would use WebEOC Fusion to connect you to other State and Federal partners who own WebEOC Enterprise.

Numerous third-party applications have used WebEOC application programming interface (API) to exchange data with WebEOC. The API simplifies the task of creating interfaces to WebEOC using industry standard language. There are nearly 35 APIs created already for specific usage.

The API is a web-service implemented on the Simple Object Access Protocol (SOAP) specification. A Web Services Description Language (WSDL) file exists for code generation utilities to automatically create helper proxy classes and the underlying SOAP bindings. Code generation utilities exist for many popular development environments or languages (e.g. Java, .NET, Python, Ruby).

WebEOC encrypts data in transit using TLS 1.2 and at rest using AES-256 encryption. WebEOC also utilizes Microsoft SQL Server TDE between the application server and the database.

4.2.1.3.24 The EMIS shall provide secure usage capabilities such as security reporting, user data access, and email/message.

Juvaré's WebEOC fully complies with this requirement. The solution provides various reporting capabilities to include audit logs, user access, and email/message tracking.

4.2.1.3.25 The EMIS shall enforce secure networking protocols and ports for all activities.

Juvaré's WebEOC fully complies with this requirement. The solution will operate via port 443 if the security certificate is in place. The security certificate is the client's responsibility. Otherwise, the solution will use port 80.

4.2.1.3.26 The EMIS shall maintain an event log of all entries, which makes a time-stamped record of receipt and transmission of messages.

Juvaré's WebEOC fully complies with this requirement. The solution documents for reporting and auditing the incidents' records and system administrative changes.

4.2.1.3.27 The EMIS shall create and maintain a security audit trail to log system usage.

Juvaré's WebEOC fully complies with this requirement. As stated, the solution documents for reporting and auditing the incidents' records and system administrative changes.

4.2.1.3.28 The EMIS shall have an automated and scheduled back up of information, including back up of image libraries, recording libraries, and document libraries.

Juvaré's WebEOC fully complies with this requirement. The back-up of information is automated. Coordinating the frequency and timing of backups is the client's responsibility and can be communicated through the state's personal Client Service Manager.

4.2.1.3.29 The EMIS shall support interaction with remote users using a workstation, laptop, tablet, and mobile devices.

Juvaré's WebEOC fully complies with this requirement. The solution is web-based and supports multiple browsers and devices. Remote users access the system using the WebEOC mobile app.

4.2.1.3.30 The EMIS shall be able to access, integrate, interoperate, and remain compatible with the Agency GIS platform (ESRI - ArcGIS).

Juvaré's WebEOC fully complies with this requirement. The solution will use WebEOC Maps Add-On to integrate with the State's GIS data through the ArcGIS Extension.

4.2.1.3.31 The EMIS shall have an alternate GIS platform that can be used if the Agency GIS platform source is unavailable.

Juvaré's WebEOC fully complies with this requirement. Maps Add-On would be the primary GIS platform in the event the previously identified ESRI source is unavailable.

4.2.1.3.32 Support and Maintenance of the EMIS for the period of the contract shall include all upgrades or enhancements, bug fixes, document changes, system support including a technical hotline and support services to support the requirements of this system.

Juvaré's WebEOC fully complies with this requirement. Support and maintenance includes upgrades, bug fixes, document changes, and system support (through both phone and email). Support further includes access to our client hub for tips and tricks, client forums, and other client templates.

4.2.1.3.33 The Vendor shall provide a proposed EMIS support model. The proposed support model must identify how the vendor will address the ongoing support functions.

Juvaré's WebEOC fully complies with this requirement.

Ongoing Support

Client Success Manager

Throughout the implementation phase, and as the lead point-of-contact once the initial project is complete, your Juvaré Client Success Manager (CSM) will interact directly with the West Virginia team on a regular basis. Our Client Success Management structure encompasses multiple individuals who have industry expertise to support a specific industry. The CSM is an expert in incident management in the healthcare sector and manages similar clients, allowing the CSM to fully understand the business continuity and crisis management needs for the State and your peers. This individual serves as the concierge to all facets of the Juvaré team, including support, contracting, finance, engineering, and will facilitate regular meetings and product enhancement.

Dedicated Services & Professional Services Team

Whereas the Juvaré support team is available 24/7 via phone to address all emergency issues, the Juvaré Services group provides additional technical services to clients and their technology installations, both onsite or remotely. Our dedicated team of analysts/engineers will drive optimal long-term solution performance and ensure seamless operations. Clients that hire/assign internal staff have the advantage of pairing a nuanced understanding of the organization's unique operating processes with the technical skills necessary to optimize the extensive configurability of WebEOC and other Juvaré systems. However, many clients assign just a single, and sometime only a partial, staff position to this vital role. This "single point failure" model can be challenging to scale and, during staff absences or turnover, create a risk for your incident management

operations. Juvare, with our Dedicated Services program, is positioned to mitigate that risk and offer additional upside benefits to help ensure our Client's continued success.

Advantages of Dedicated Services for West Virginia include:

High Productivity: Our clients interact with the same Juvare technical team for the duration of the Dedicated Services engagement. Similar to your existing internal staff, your dedicated Juvare team will gain an increasingly nuanced understanding of your configured system and your operational process – becoming an extension of your staff and supercharging productivity.

- ✦ **Low Administrative Burden:** Your dedicated team's time is free to be used in whatever way you deem appropriate – just like your staff.
- ✦ **Flexibility:** The Client has complete freedom to prioritize the dedicated Juvare team's work from month to month. In addition, should you require specialized technical support that goes beyond the dedicated team's skill set, you will have the option of diverting up to 25% of the monthly services to specialized technical resources. This flexibility is a significant advantage vs. the internal staffing approach, as it is unlikely that most Clients will have the specialized technical resources that Juvare offers.
- ✦ **Access to Best Practices:** As another benefit only Juvare can offer, your dedicated Juvare team is part of a larger team of Professional Services and Engineering staff that have acquired best practices knowledge from hundreds of clients, thousands of hospital/healthcare users, and hundreds of thousands of supported events. As the team works to improve the Juvare instantiation, they will have the ability to consult with dozens of technical peers to mine best practice. You can expect that your team will provide a steady stream of recommendations that they can execute that reflect these best practices.
- ✦ **Improved Backlog Planning:** As your Juvare team becomes more familiar with your operating processes and system goals, they will increasingly be able to offer up suggestions to optimize the evolution of your systems. Whether it's a new or improved board, additional documentation or supplementary ad hoc training, your dedicated team will work with your stakeholders to ensure there is a healthy backlog of jointly prioritized improvements queued up.

Support Beyond Technology Implementations

West Virginia has unique requirements due to changing conditions, dynamic emergency preparedness requirements and explicit incident response protocols. If your organization doesn't have the capacity or technical

expertise internally to drive your initiatives, Juvare Professional Services can support your project by acting as an extension of your team.

Project Management Our team will provide end-to-end project management support to facilitate business or process improvements throughout your operations. Our knowledgeable and certified team skillfully employs proven techniques that reduce the costs, time and risk involved with tackling your toughest projects.

Technical Development Our software development team will plan, design, test and implement world-class solutions to meet your unique demands.

Consulting On-site and distance consulting services can better support your organization by providing the tools and expertise you need to progress at any level. Our solution consultants can support your operations with compliant strategies that complement our service and technology offerings.

Education and Training Support your staff and mission with best-in-class training via live on-site sessions or remotely through our comprehensive learning management system (LMS). Our programs are certified by the International Association for Continuing Education and Training (IACET) and provide continuing education units.

Juvare 24x7 Support Juvare takes pride in offering excellent support to our customers 24 hours a day, 7 days a week. The Juvare Support Team is responsible for all activity related to assisting clients with our suite of products. This team maintains a vast knowledgebase of the products (EMResource, eICS, WebEOC, EMTrack, CORES, FleetEyes), specific domain experience across healthcare, the private sector, emergency management, and an in-depth understanding of specific hardware, networking HTML, JavaScript and SQL.

4.2.1.3.34 The Vendor shall provide a proposed EMIS maintenance schedule and services schedule with costs and any additional service packages.

Juvare's WebEOC fully complies with this requirement. The solution maintenance is controlled by the client. For example, if a point upgrade is scheduled at a particular day and time that is not convenient to the client, the upgrade can be postponed.

4.2.1.3.35 The EMIS shall provide a cyber-secure environment and a continuity plan in case of a system failure

Juvare's WebEOC fully complies with this requirement. WebEOC provides a cybersecure environment and a continuity plan.

4.2.1.3.36 The Vendor shall provide 24/7 technical support to sustain continuous operation. Vendor must provide support by telephone, online, and email 24 hours a day, 7 days a week, 365 days a year for troubleshooting technical issues.

The Vendor will provide the following response times to request for technical support:

- 1. No more than one (1) business day for non-critical issues.**
- 2. No more than two (2) hours for critical issues.**

Juvaré’s Support Center is available on a 24/7 basis through Juvaré’s Support organization; technical support requests submitted through Juvaré’s Support portal (<https://support.juvaré.com>) are actively monitored, reviewed, triaged and dispositioned by trained technical support specialists. In addition, Juvaré’s Support Center can be contacted directly via both phone and e-mail to request and receive help and support with all application technical support questions and issues.

Issues with the Juvaré Cloud or Software reported by Licensee to the Juvaré Support Center as provided below will be assigned a severity level by Juvaré according to the description in the following table. Juvaré will endeavor to respond to Licensee’s Notification (as defined below) to the Juvaré Support Center as provided in the table below. All Severity 1, 2, and 3 issues must be reported to Juvaré Support Center by telephone at the appropriate numbers published to Licensee as part of the Juvaré published escalation procedures. All other Errors can be reported via telephone or by email as provided in such published escalation procedures.

<u>Severity Level</u>	<u>Initial Response Objective</u>	<u>Follow up Response Objective</u>
Severity 1	Acknowledgement within 1 hour of receiving Notification.	Delivery by Juvaré of a patch, workaround, or temporary fix to Licensee within 1 business day. Delivery by Juvaré of the object code fix or other permanent fix and revised documentation to Licensee within 10 business days.
Severity 2	Acknowledgement within 4 hours of receiving Notification.	Delivery by Juvaré of a patch, workaround, or temporary fix to Licensee within 3 business days. Delivery by Juvaré of the object code fix or other permanent fix and revised documentation

Severity 3	Acknowledgement within 8 hours of receiving Notification during Standard Business Hours.	Delivery by Juvare of a patch, workaround, or temporary fix to Licensee within 10 business days. Delivery by Juvare of the object code fix or other permanent fix and revised documentation to Licensee within 45 business days.
Severity 4	Acknowledgement within 3 business days of receiving Notification during Standard Business Hours.	Delivery by Juvare of a patch, workaround, or temporary fix to Licensee within 30 business days. Delivery by Juvare of the object code fix or other permanent fix and revised documentation to Licensee as appropriate.

4.2.1.3.37 The EMIS will be hosted on a minimum of a Tier 3 Data Center and have cloud-based hosting. Upon Agency request, the vendor shall provide a minimum of a Tier 3 data center certification verifying that it meets the following standards:

- 1. ISO 27001**
- 2. NIST SP800-53.**

Juvare meets the requirement of a utilizing a Tier 3 data center. Juvare has chosen to follow the ISO 27001 framework for our information security program and holds ISO 27001:2013 certification. Juvare is compliant with NIST SP 800-88.

4.2.1.3.38 The EMIS must be capable of being hosted on a minimum of a Tier 3 Data Center with a combination of local servers at the agency and have cloud-based hosting.

Juvare fully complies with this requirement. Juvare’s WebEOC is hosted in a Tier 3 Data Center. Additionally, Juvare’s solution is one of the only on the market which can also be hosted on premise or through a hybrid local/cloud model.

4.2.1.3.39 Vendors must provide a detailed response for each section in the specifications on how they meet or exceed the mandatory requirements. Vendors who fail to provide the required specification sheets within the allotted timeframe will be disqualified. This will require EACH SPECIFICATION to be detailed in bid submission. This shall be submitted as a WORD document or EXCEL document.

Juvare fully complies with this requirement. Juvare has provided detailed responses to each specification in Section 4, General Requirements.

4.2.2 Contract Item 1: Annual Subscription for EMIS Solution

4.2.2.1 Vendor must provide an annual cloud-based subscription for EMIS Solution as defined in Section 4.1.1.

Juvaré fully complies with this requirement. Please refer to Exhibit A, Pricing Page for details.

4.2.2.2 Vendor must provide access for an estimated quantity of 500 users simultaneously with the ability to add more users without delay as per Section 4.1.1.3.10.

Juvaré fully complies with this requirement. Please refer to Exhibit A, Pricing Page for details.

4.2.2.3 Vendor must provide the following with the annual subscription:

4.2.2.3.1 Maintenance and support services.

4.2.2.3.2 Module customization, and setup.

4.2.2.3.3 Onboarding for all users.

4.2.2.3.4 Continuous access to training for all users.

Juvaré fully complies with this requirement. Please refer to Exhibit A, Pricing Page for details.

4.2.2.4 Vendor must sign and return the attached Software as a Service Addendum prior to award of the contract.

Juvaré fully complies with this requirement.

4.2.3 Acceptance of System

4.2.3.1 If the test period produces no issues at a minimum, the Agency will issue a Letter of Acceptance of the system, and the contract and annual license would start at that time.

Prior to an acceptance of the system the following criteria must be met: (1.) successful testing of all components, validating full functionality.

Once acceptance of the system is agreed to by Agency and the Vendor. The Agency will issue a request for Change Order to the West Virginia Purchasing Division stating acceptance of the system thereby beginning the first (1) year of the annual subscription.

Juvaré fully complies with this requirement.

Additional Mandatory Requirement for CRFQ 0606 HSE2200000005

- 1. Vendor must be able to implement the software within four (4) months of award of the contract.**

Juvaré fully complies with this requirement.

5. CONTRACT AWARD:

- 5.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

Confirmed. We understand this specification and agree to its component.

- 5.2 Pricing Pages:** Vendor must complete the Pricing Pages by providing the unit price for an annual subscription. Vendor must complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

Vendor should provide with their bid a copy of any and all Software Terms and Conditions or licenses that the State of West Virginia or the Agency will have to agree to or accept as part of this solicitation. This information will be required before contract is issued.

Vendor should include a copy of any Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree to and accept as a part of this solicitation. This information will be required before contract is issued.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: [insert buyer's contact info].

Confirmed. Please see the completed Pricing Page in wvOASIS. Also, please see Exhibit A, Pricing page for pricing details.

- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

Confirmed.

- 7. PAYMENT:** Agency shall pay an annual subscription, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

Confirmed.

- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

All services under this agreement will be performed remotely.

- 9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

9.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

All work will be performed remotely, and as such, access cards are not required to perform service. Should this change and if we are required to be on site, we shall provide this information promptly.

9.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

Not applicable, per our comment in 9.1 explaining that we do not expect to be on site to perform any of our obligations as contemplated in this response. Should this change and if we are required to be on site, we agree to comply.

9.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

Not applicable. Should this change and if we are required to be on-site and provided access cards or keys, we confirm that we will comply: if at any time a card or key is lost, stolen or missing, we ensure this information will be reported directly to the Agency.

9.4 .Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

Confirmed. Juvare employees that perform any duties related to this Contract on-site will be held to the Agency's security protocol and procedures.

9.5 Vendor shall inform all staff of Agency's security protocol and procedures.

Confirmed. We will comply with these requirements for any personnel that need to be present on site.

10. VENDOR DEFAULT:

10.1 The following shall be considered a vendor default under this Contract.

10.1.1 Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2 Failure to comply with other specifications and requirements contained herein.

10.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4 Failure to remedy deficient performance upon request.

10.2 The following remedies shall be available to Agency upon default.

10.2.1 Immediate cancellation of the Contract.

10.2.2 Immediate cancellation of one or more release orders issued under this Contract.

10.2.3 Any other remedies available in law or equity.

ESi Acquisition, Inc. (“ESi” does take exception to the Software as a Service Addendum and any other binding contractual terms within this RFQ. ESi represents that, to the best of its knowledge, the responses and statements provided are accurate at the time of this proposal; however, product details and support/project information are subject to change. Some functionality detailed may include products or services not included in the proposal. This response is not provided as a binding offer for acceptance, nor is it expected to be included as a part of the contract. Final agreement to pricing, policies, procedures, standards, terms and conditions – notwithstanding any terms and conditions provided within the scope of the RFQ document – will be reached during contract negotiations and will be detailed in an agreement between the parties.

11. MISCELLANEOUS:

- 11.1 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Juvaré has a 24/7 Support Center where users may call for product related assistance. The number of the call center is 877.771.0911 and the email to open a Support Ticket is support@juvare.com. In addition, a Juvaré Client Success Manager is available for escalations. At this time, we expect to assign Jane Hurchalla as your Client Success Manager. Her contact information is below:

Contract Manager:	Jane Hurchalla
Telephone Number:	615.752.1019
Fax Number:	
Email Address:	Jane.hurhalla@juvare.com

Appendix A

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. Required information not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Service Provider/Vendor: ESi Acquisition, Inc.

Name of Agency: West Virginia Emergency Management Division

Agency/public jurisdiction's required information:

1. Will restricted information be processed by the service provider?
Yes
No
2. If yes to #1, does the restricted information include personal data?
Yes
No
3. If yes to #1, does the restricted information include non-public data?
Yes
No
4. If yes to #1, may the service provider store public jurisdiction data in a data center in an acceptable alternative data center location, which is a country that is not the U.S.?
Yes
No
5. Provide name and email address for the Department privacy officer:
Name: _____
Email address: _____

Vendor/Service Provider's required information:

6. Provide name and contact information for vendor's employee who shall serve as the public jurisdiction's primary security contact:
Name: Ed Jones
Email address: ed.jones@juvare.com
Phone Number: 470.279.6507

Exhibit A – Pricing Page

**EXHIBIT A – Pricing Page
Emergency Management Information System
CRFQ 0606 HSE220000005**

Section	Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
4.1.2	Contract Item #1: Annual Subscription for EMIS Solution - Initial Year	Annual	1	\$168,425	\$ 168,425 -
4.1.2	Contract Item #1: Annual Subscription for EMIS Solution - Optional Year 2	Annual	1	\$102,925	\$ 102,925 -
4.1.2	Contract Item #1: Annual Subscription for EMIS Solution - Optional Year 3	Annual	1	\$102,925	\$ 102,925 -
4.1.2	Contract Item #1: Annual Subscription for EMIS Solution - Optional Year 4	Annual	1	\$102,925	\$ 102,925 -
Overall Total Cost				\$	\$477,200 -

Please note: This information is being captured for auditing purposes.
Any product or service not on the Agency provided Cost Sheet will not be allowable. The state cannot accept alternate pricing pages, failure to use Exhibit A Cost Sheet could lead to disqualification of vendors bid.
Quantities listed herein are for bid evaluation purposes; no guarantee of any actual order quantities should be implied.
Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

BIDDER /VENDOR INFORMATION:

Vendor Name:	ESi Acquisition, Inc.
Address:	235 Peachtree Street Suite 2300
City, St. Zip:	Atlanta, GA 30303
Phone No.:	678.490.4205
Email Address:	david.kennedy@juvare.com

DocuSigned by:

Mick Meeks

D4DD6026E50C4C6...

Vendor Signature:

December 17, 2021 | 13:10:12 EST

Date:

Addendum Acknowledgement Form

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ HSE2200000005

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 checked="" 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 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.

ESi Acquisition, Inc.

Company

DocuSigned by:

Nick Meeks

D4DD6026E50C4C6...

Authorized Signature

December 17, 2021 | 13:10:12 EST

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

Purchasing Affidavit

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: ESi Acquisition, Inc.

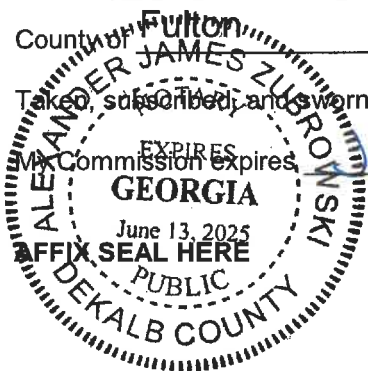
Authorized Signature: [Signature] Date: December 14, 2021

State of Georgia

County of Fulton, to-wit:

Taken, subscribed, and sworn to before me this 14 day of December, 2021.

My Commission expires June 13, 2025, 20 .



NOTARY PUBLIC [Signature]

WebEOC Subscription Agreement

ESi Acquisition, Inc. ("ESi" does take exception to the Software as a Service Addendum and any other binding contractual terms within this RFQ. ESi represents that, to the best of its knowledge, the responses and statements provided are accurate at the time of this proposal; however, product details and support/project information are subject to change. Some functionality detailed may include products or services not included in the proposal. This response is not provided as a binding offer for acceptance, nor is it expected to be included as a part of the contract. Final agreement to pricing, policies, procedures, standards, terms and conditions – notwithstanding any terms and conditions provided within the scope of the RFQ document – will be reached during contract negotiations and will be detailed in an agreement between the parties.

WebEOC Subscription Agreement (Hosted Implementation)

This **WebEOC Subscription Agreement** (the "**Agreement**"), effective this ____ day of _____ 2021 ("**Effective Date**"), is made by and between **ESi Acquisition, Inc. ("ESi")**, a Delaware corporation with its principal place of business located at 235 Peachtree Street NE, Suite 2300, Atlanta, Georgia 30303 and **West Virginia Emergency Management Division ("Client")**, a State of West Virginia government agency having its principal place of business located at 2403 Fairlawn Avenue, Dunbar, West Virginia 25064. ESi and Client may individually be referred to as a "Party" herein, or the "Parties" collectively.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Agreement.** This is a Software-as-a-Service ("SaaS") based subscription agreement and not an agreement for sale. As of the Effective Date of this Agreement, this Agreement covers the WebEOC® Software Subscription and services (including Support Services) that Client purchases from ESi as a provider of Hosted/hosting services for the Software governed by this Agreement ("**Services**") pursuant to Exhibits, Orders and Quotes hereto that are executed and/or agreed upon by both parties and expressly references this Agreement. This Agreement and all applicable Exhibits, Orders and Quotes hereto for Services and any attachments hereto and thereto are the complete agreement regarding ESi's Services hereunder and replace any prior oral or written communications between Client and ESi relating to such transactions. Client agrees that purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by ESi regarding future functionality or features.

2. **Definitions.** Unless otherwise specifically stated in this Agreement or in any Exhibit or Quote hereto, the capitalized terms used in this Agreement shall have the meanings set forth below:

- 2.1 "Administrator" means an employee, officer, director or consultant of Client to whom Client has provided a user account and certain rights to administer the Software on behalf of Client.
- 2.2 "Affiliate" means an entity that controls, is controlled by, or is under common control with a party hereto.
- 2.3 "Client Data" means data input by Client or its authorized Users into the Software.
- 2.4 "Confidential Information" means as set forth in Section 8 to this Agreement.
- 2.5 "Consulting Services" means all the professional services for installation or implementation of Hosted Services or Software, training services, or other non-recurring services as set forth on Exhibit E hereto; Consulting Services do not include Hosted Services or Support Services.
- 2.6 "Derivative Work(s)" means the work based on or derived from or modifications, enhancements or other functional extensions of the Software.
- 2.7 "Documentation" means the user manuals, requirements, specifications, training materials, and any other documents, materials, information or guidance, whether supplied as printed material or in electronic form, provided by ESi in conjunction with the purchase, training, use, technical support or update of the Software and Services provided hereunder.
- 2.8 "Fee" means the amounts due and payable by Client to ESi for the Subscription and Services pursuant to this Agreement; the Fee may be set forth on Exhibit C, as amended from time to time, to this Agreement or Quotes or Orders.
- 2.9 "Hosted Services" means as set forth in Exhibit D to this Agreement.
- 2.10 "Hosted System" means as set forth in Exhibit D to this Agreement.
- 2.11 "Installation" of the Software shall be deemed to be complete on the sooner to occur of (i) the day that the Software is available for production, (ii) the date of Client's first use of the Software in a live production environment, or (iii) 90 days following the date of Client's execution of this Agreement (or if for an amendment, Exhibit or Statement of Work adding Software, Modules, or Services under this Agreement, the Client's execution of such subsequent amendment, Exhibit or Statement of Work).
- 2.12 "Juvare Cloud" means as set forth in Exhibit D to this Agreement.
- 2.13 "Module" means a proprietary set of status boards developed by ESi for use with selected WebEOC Software which are designed to address a common functional need.
- 2.14 "Party" means as defined in the preamble above.
- 2.15 "Software," means, individually and collectively, all of the software granted to Client from ESi via the Subscription as identified on Exhibit A hereto and Software Updates to such software.
- 2.16 "Software Support Plan" means the Support Services plan provided by ESi pursuant to Exhibit C and Quotes to this Agreement.
- 2.17 "Software Updates" means any technical correction, patch, bug fix, enhancement or other software release to the Software that is provided to Client pursuant to the Software Support Plan or the Software Subscription purchased by Client.

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- 2.18 "Standard Business Hours" shall mean 9:00 a.m. through 6:00 p.m. U.S. Eastern Time, Monday through Friday, excluding holidays, and are subject to change by ESi.
- 2.19 "Sub-Administrator" shall mean as set forth in Section 6 of this Agreement.
- 2.20 "Subscription" means a SaaS based subscription for Client to use and access the proprietary Software, Software Updates, online and/or hard-copy documentation and user guides as set forth in Section 4 of this Agreement and for the Term set forth in Exhibit A.
- 2.21 "Support Services" means the technical support services provided by ESi pursuant to Section 11, Exhibit B and Exhibit C to this Agreement. May also be referred to as "Software Support Services."
- 2.22 "Surge Capacity Plan" means an optional emergency response program which permits Client to increase the number of Users to support response to or recovery from an incident declared a disaster by a state or federal government agency.
- 2.23 "Term" means as set forth in Section 5 of this Agreement.
- 2.24 "Travel Expenses" means travel, living and out of pocket expenses (including travel agent service fees and applicable internal per diems) incurred by ESi in connection with the performance of Services hereunder, including, without limitation, charges and fees incurred by ESi resulting from the cancellation/rescheduling of scheduled air travel or similar services based on changes requested by Client to the applicable dates for performance of the relevant Services.
- 2.25 "User" means an authorized employee, contractor or affiliate of Client to whom Client has provided a user account for the Software; User includes Administrators and Sub-Administrators.

3. **Ownership and Licensing Authority.**

- 3.1 Ownership of, and title to, the Software and Documentation shall be held by ESi and its licensor(s) and is protected by United States law and applicable international laws, treaties and conventions regarding intellectual property. ESi and its licensor(s) shall retain all rights, title and ownership not granted herein to all copies of the Software and Documentation provided as part of the Subscription under this Agreement. "WebEOC" is a registered trademark of ESi Acquisition, Inc., all rights reserved.
- 3.2 ESi is authorized to redistribute, license and/or provide subscriptions to any third-party software delivered with the Software and Documentation provided under this Agreement. The owner of such third-party software shall have the right to enforce this Agreement to the extent permitted by applicable law.

4. **Subscription.** ESi grants to Client, and Client accepts, subject to the following terms and conditions and payment of the applicable Fees, a limited non-exclusive, non-transferable, and non-sublicensable revocable term Subscription according to the terms stated herein, to use and access the Software and Documentation for the stated Term. Except as expressly authorized in this Agreement, Client shall not rent, lease, loan, sell, sublicense, distribute, transfer, copy, reproduce, display, modify, provide commercial hosting services, time share or dispose of the Software or Documentation or any part thereof, use the Software to provide any services to third parties or otherwise use the Software and Documentation to generate commercial revenue.

5. **Term.** The "Term" of this Agreement shall commence on the Effective Date (as defined on page 1) of this Agreement and shall continue through the sooner to occur of: (i) termination of this Agreement pursuant to the terms hereof, or (ii) expiration of the "Term" of the Subscription to the Software as set forth in Exhibit A (Exhibit A is herein incorporated and made part of this Agreement by this reference).

6. **Permitted Uses.** Client's, and its User's, access and use of the Software shall be limited and subject to the following terms and conditions:

- a. One (1) Instance of the Software on one (1) Machine. As used herein, "Machine" means a single laptop, personal computer or web server, or a combined web and database server or multiple load-balanced web servers, configured to point to a single database and database server that is used operationally or "in production" ("Instance").
- b. Client may use the Software and Documentation solely for Client's internal business purposes.
- c. Client also may make one (1) copy of the Software for back-up or archival purposes.
- d. Client also may use the Software to support "non-production" software development cycle activities if a non-production Subscription is purchased, as set forth in Exhibit A hereto.
- e. If Client requires or desires operational use of more than one Instance of the Software, an additional Subscription Fees shall be required.
- f. The Client's storage capacity is set to the maximum as set forth on Exhibit A hereto. ESi shall have the right to conduct regular capacity audits of Client compliance with the storage capacity permitted under this Agreement. In the event Client's storage usage exceeds such capacity, Client will receive a warning notice (via email being sufficient) from ESi and Client shall promptly remove the excess data from the Hosted System (as defined on Exhibit D) causing the capacity excess or Client shall promptly purchase from ESi additional storage capacity in sufficient quantity at ESi's then current rates for

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such additional storage; provided, however, if Client does not either remove such data or purchase the additional storage capacity within the time period specified in the warning notice (if no time period is specified in the notice, then thirty (30) calendar days shall apply), then ESi shall be entitled to delete the Client's Data within the Hosted System on a first in-first out approach, without any liability to ESi.

- g. The Subscription is on a named and active user basis. Each Administrator, Sub-Administrator, and User shall have a unique user account. User accounts, usernames and passwords shall not be shared. Client may provide access to the number of Administrators, Sub-Administrators, and Users set forth in Exhibit A to this Agreement. User counts are based on the number of unique logins each month. ESi shall have the right to conduct regular audits of Client compliance with the number of Users permitted under this Agreement. Client agrees to provide ESi with the information required, if any, for ESi to complete such audits. Such audits shall be conducted at ESi expense, except that Client shall be responsible for reimbursing ESi for all reasonable audit expenses if Client shall be found in violation of the User limits set forth in this Agreement. Client shall be in violation of User limits if the number of Users during any month covered by the audit is greater than the number of Users permitted in Exhibit A and such increase in Client is not supported by a Surge Capacity Plan, and ESi shall invoice, and Client shall pay, for the amounts for such excess usage at ESi's then current rates for the usage above the Client's User limits set forth on Exhibit A.
- h. Administrators, Sub-Administrators, and Users shall have different rights to access the Software as follows:
 - i. Administrators may access all features of the Software. Certain features of the Software may only be accessed by named users who are granted status as an Administrator ("Administration Tools"). Administration Tools include, without limitation, the following: creation and administration of user accounts; creation and subsequent editing of incidents; software configuration; use of the WebEOC BoardBuilder tool; installation and administration of board sets, plug-ins, modules, interfaces and Software Updates; and access to the Software's Application Programming Interface.
 - ii. "Sub-Administrator" is a subset of Administrator Users as set forth in this subsection (ii) and such Sub-Administrators are only active if set forth on Exhibit A to this Agreement and if Client has subscribed to the WebEOC Enterprise Software. Sub-Administrator rights also shall be available solely to support management of Sub-Organizations. Sub-Administrators may access the following Administration Tools: creation of user accounts; management of user accounts including definition of roles and permissions; and creation and subsequent editing of incidents. Maintenance of Sub-Administrator rights requires the purchase of an annual "Enterprise" Software Support Plan. If Client elects to discontinue the required Software Support Plan, access to Sub-Administrator features and any other benefits of Enterprise which ESi may elect to make available from time to time shall be discontinued.
 - iii. Users may not be granted access to any Administration Tools, except that Administrators may grant designated Users rights to create or edit incidents and to add or edit maps in MapTac™.
- i. Except where otherwise provided in this Agreement, rights to access and use Administrative Tools are given exclusively to the Client and Client may not grant such rights to any third party.
- j. Client may provide its consultant(s) or independent contractor(s) with access to the Software and Documentation, provided that such consultants or independent contractors are using the Software and Documentation exclusively for the benefit of the Client. Client shall be responsible for compliance by its consultants and independent contractors with the terms and conditions of this Agreement.
- k. If Client has subscribed to the WebEOC Enterprise Software or the WebEOC Professional Software, then Client may use the WebEOC BoardBuilder tool and, if subscribed to, the DesignStudio® solution, to copy, modify and create forms and templates ("Status Boards") and Client may distribute, in printed form or as electronic media, the Status Boards to Client's authorized users, provided that such Status Boards are used exclusively for the internal business purposes of Client. Status Boards shall be considered Derivative Work(s) of the Software and Client shall not sell, resell, license or otherwise transfer for value any Derivative Work(s) created using the WebEOC BoardBuilder tool or the DesignStudio® solution, and Client shall not distribute such Derivative Work(s) as part of any product or service for value to any third party. Any Derivative Work(s) prepared by Client shall remain subject to the terms of this Agreement and shall clearly display the following copyright notice to properly acknowledge the proprietary rights of ESi and its third-party licensors: "This work includes the intellectual property of ESi Acquisition, Inc. and its licensors and is provided under subscription/license. Copyright © 2002-2021, ESi Acquisition, Inc. and its licensors. All rights reserved."

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- I. Client may, at its option and according to the terms of the ESi standard price list, obtain a Disaster Recovery Software Subscription to support replication of an active, source server to one or more redundant ("Target") servers which may be placed in use to support disaster recovery or fail-over activities. A Disaster Recovery Software Subscription is required for each Target server. A Disaster Recovery Software Subscription may be used to operate an "in production" instance of the Software only when the source server is inactive or inoperable; only one Instance of the Software shall be active at any one time. Client is not required to obtain additional subscriptions for Software plug-ins, modules or interfaces installed on a redundant non-production Instance.
 - m. Permitted uses of WebEOC Fusion Software vary from the terms set forth in subsection (a) through (l) of this Section 6; in the event Client has purchased WebEOC Fusion Software, this subsection 6(m) shall apply: Client may install and place in production one (1) copy of WebEOC Fusion Software on one (1) source server and one (1) target server. Client may make one (1) copy of the WebEOC Fusion Software for back-up or archival purposes, or Client may install a second copy of the WebEOC Fusion Software on a second Machine if only one (1) copy of the WebEOC Fusion software is in use at any one time. There is no limit to the number of the Subscription Instances of WebEOC Fusion Software® (or number of WebEOC Fusion Software clients) which may be connected by a single instance of WebEOC Fusion Software, provided that (i) only the Client of the WebEOC Fusion Software has administrative privileges and administrative access to the WebEOC Fusion Software and (ii) the Client has paid to ESi all applicable connection fees.
 - n. A high-speed Internet connection is required for proper transmission of the Client Data into the Hosting Services and Software. Client, at its sole cost and expense, is solely responsible for procuring and maintaining the network connections that connect the Client network to the Hosting Services and Software, including, but not limited to, "browser" software that supports protocols used by ESi, and to follow procedures for accessing services that support such protocols. ESi is not responsible for notifying Client and its Users of any upgrades, fixes, or enhancements to any such software or for any compromise of data, including Client Data, transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated, or controlled by ESi. ESi assumes no responsibility for the reliability or performance of any connections as described in this subsection.
 - o. Client and its Users agree to not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, or otherwise commercially exploit or make the Software and Hosting Services available to any third party, other than authorized Users in furtherance of Client's internal business purposes as expressly permitted by this Agreement; (ii) use the Software and Hosting Services to process data on behalf of any third party other than Client; (iii) modify, adapt, or hack the Software and Hosting Services, or otherwise attempt to gain unauthorized access to the Software and Hosting Services or related systems or networks; (iv) falsely imply any sponsorship or association with ESi, (v) use the Software and Hosting Services in any unlawful manner, including but not limited to violation of any person's privacy rights; (vi) use the Software and Hosting Services to send unsolicited or unauthorized junk mail, spam, pyramid schemes, or other forms of duplicative or unsolicited messages; (vii) use the Software and Hosting Services to store or transmit files, materials, data, text, audio, video, images, or other content that infringes on any person's intellectual property rights; (viii) use the Software and Hosting Services in any manner that interferes with or disrupts the integrity or performance of the Software and Hosting Services and its components; (ix) attempt to decipher, decompile, reverse engineer, or otherwise discover the source code of any software making up the Software and Hosting Services; (x) use the Software and Hosting Services to knowingly post, transmit, upload, link to, send, or store any content that is unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory; (xi) use the Software and Hosting Services to store or transmit any "protected health information" as that term is defined in U.S. 45 C.F.R. 160.103 or "personal data" as that term is utilized in the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation); (xii) use the Software and Hosting Services to knowingly post transmit, upload, link to, send, or store any viruses, malware, trojan horses, time bombs, or any other similar harmful software; or (xiii) try to use, or use the Software and Hosting Services in violation of this Agreement.
7. **Protection of Software.** Client agrees to take all reasonable steps to protect the Software and Documentation from unauthorized copying or use. The Software source code represents and embodies trade secrets of ESi and/or its third-party licensors. The Software source code and embodied trade secrets are not licensed to the Client. Client agrees not to disassemble, decompile or otherwise reverse engineer the Software, use reflection or other mechanism to view, interpret, translate or try to understand the structure of the Software, or otherwise

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attempt to discover the source code and/or the trade secrets contained in the source code, and Client will not allow third parties to do so. Client may not, nor allow third parties to, modify or alter the Software in any way.

8. Confidentiality.

8.1 Confidential Information Defined. During the Term of this Agreement and in connection with each party's performance of their respective duties and obligations hereunder and thereunder, each party will disclose to the other ("Discloser") and the other party shall receive ("Recipient") certain Confidential Information of the Discloser. The term "Confidential Information" shall mean any and all information that the Discloser discloses to the Recipient in connection with or related to this Agreement, whether disclosed verbally, electronically, visually, or in a written or other tangible or intangible form, including, but is not limited to, trade secrets, pricing information, terms of this Agreement, customers, customer lists, intellectual property, computer programs, software, documentation, formulas, data, inventions, techniques, financial, marketing or product development plans, personnel, audit results, designs, performance data, as to ESi, the ESi Technology and any other deliverables (including, without limitation, data, information, computer code and reports) provided in connection with the Software, and, as to Client, the Client Data, as well as any other information that the Discloser clearly communicates to the Recipient as confidential.

8.2 Duties with Regard to Confidential Information. The Recipient agrees that it will only use the Discloser's Confidential Information in the performance of its obligations hereunder or as otherwise expressly provided in this Agreement, and that it will only disclose the Discloser's Confidential Information only to those of its directors, officers, employees, consultants, agents, independent contractors, and professional advisers who need to know such information and who are subject to written agreements with the Recipient sufficient to enable the Recipient to require such persons to comply with the Recipient's confidentiality obligations hereunder. The Recipient agrees that it will treat all of the Discloser's Confidential Information with the same degree of care (but no less than reasonable care) as it accords its own confidential information.

Notwithstanding the foregoing or ESi's obligations elsewhere in this Section, Client understands that ESi does not require any information for the performance of Services hereunder, and that ESi cannot guarantee the security of Client Information when added to the Juvare Exchange, stored on Client's applicable equipment and hardware or transmitted or accessible when using the internet or other services providers. ESi shall not be liable or responsible to Client or any other party for any losses, damages, claims, costs or other obligations arising out of or relating to any unauthorized access to, disclosure or use of information stored by Client on the System, including, without limitation, within the Juvare Exchange, or while such information is transmitted or accessible through the Software, the internet, or services providers. Additionally, ESi shall not be responsible for any breach of security or confidentiality caused by Client's failure to maintain the confidentiality and control of its user identification numbers or passwords related to its use of the Software provided hereunder.

8.3 Exclusions from Confidential Information. Confidential Information does not include information that (a) is or becomes generally available to the public other than as a result of an unauthorized disclosure by the Recipient or its personnel; (b) has been or is obtained by the Recipient from an independent source without accompanying obligations of confidentiality; (c) is independently developed by the Recipient without reliance in any way on the Discloser's Confidential Information; or (d) has been approved for unrestricted release by the Discloser in writing. Additionally, the Recipient may disclose the Discloser's Confidential Information where the Recipient is required by law to disclose information that is otherwise Confidential Information, provided (to the extent not prohibited by law) the Recipient has first notified the Discloser in writing as soon as is commercially reasonable of such requirement to disclose the Discloser's otherwise Confidential Information in order to permit the Discloser to seek confidential treatment of such information. With respect to any disclosure made pursuant to this Section, the Recipient (or any of its Representatives) agrees to furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its counsel, is necessary under applicable law. Additionally, Client agrees to reimbursement ESi at its then current hourly rate for such services for the number of hours spent by ESi responding to legal requests for Client Information in ESi possession.

8.4 Protection of Confidential Information. Notwithstanding the "Dispute Resolution" Section of this Agreement, the Recipient acknowledges that the Discloser shall have the right to take all reasonable steps to protect the Discloser's confidential and proprietary interests, including, but not limited to, injunctive relief in a court of law or equity and any other remedies as may be available at law or in equity in the event the Recipient does not fulfill its obligations under this Section.

8.5 Survival of Confidentiality Obligations. Each party's obligations of confidentiality pursuant to this Section for all Confidential Information disclosed between the parties during the term of this Agreement shall survive the expiration or termination of this Agreement as follows: (i) for Confidential Information consisting of trade secrets, for so long as such information remains a trade secret of the Discloser or for five (5) years following the expiration or termination of this Agreement, whichever is longer, (ii) for Confidential Information

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consisting of the Discloser's customer information or ESi's suppliers' information, indefinitely, and (iii) for all other Confidential Information, for five (5) years following the expiration or termination of this Agreement.

8.6 Termination of This Agreement. Upon termination of this Agreement or upon the Discloser's written request, the Recipient agrees to terminate all use of the Discloser's Confidential Information and to either return to the Discloser all copies of the Discloser's Confidential Information in its possession or under its control or to provide the Discloser with a written notice from one of the Recipient's authorized representatives certifying that all copies of the Discloser's Confidential Information in the Recipient's possession or control have been destroyed; *provided, however*, the Recipient may (at its option, but not its obligation) keep a copy of the Discloser's Confidential Information in its archives, and the provisions of this Section shall continue with respect to such Confidential Information. Notwithstanding the foregoing, in no event shall any Client Confidential Information, including, without limitation, the Client Data, that is entered into or shared in the Juvare Exchange be returned to Client or removed from the Juvare Exchange; Client understands and acknowledges that any Client Confidential Information, including, without limitation, the Client Data, entered into the Juvare Exchange is visible and viewable by other Juvare Exchange users and is not secure or held confidential.

9. **Proprietary Interests.** The Software and Documentation, and all copies thereof, shall remain the exclusive property of ESi and/or its third-party licensors. All applicable rights to copyrights, trademarks, logos, patents and other intellectual property shall remain vested in ESi and/or its third-party licensors. Client shall not claim, register, alter or modify, any interest in such copyrights, trademarks, patents or other intellectual property, nor shall Client nor attempt to do any of the foregoing. Client shall not translate any of the ESi trademarks into any other language or alphabet. Notwithstanding the foregoing, Client shall always have title to data input and output arising out of the use of the Software, and any computer programs developed by or for Client using output of the Software as input to another source, and which do not include any logic and code of the Software, and such shall remain the exclusive property of the Client. Client acknowledges and agrees that ESi may seek equitable relief at any time to remedy a violation or threatened violation of the restrictions set forth herein regarding the use and protection of the Software and Documentation.
10. **Copying of Documentation.** Client may make as many copies of the Documentation as necessary for Client's internal purposes, provided the Client shall not modify or alter the content or appearance of the Documentation, modify or alter the appearance of any ESi trademark or logo in the Documentation, or eliminate any references to ESi, WebEOC or other ESi Software in the Documentation and provided that the Client shall reproduce and distribute the ESi copyright and notices page contained in the Documentation with all such copies and maintain the confidentiality of the copies and destroys or returns such copies in accordance with Section 8 (Confidentiality) above.
11. **Support Services.** During the Term of this Agreement and provided Client is not in violation of this Agreement (including, without limitation, paying for the Subscription Fees), ESi will provide Support Services (all as further defined in Exhibit B hereto; Exhibit B is herein incorporated and made part of this Agreement by this reference) for the Software during the Standard Business Hours consisting of the following: (i) ESi will use reasonable efforts to maintain the Software to comply with the applicable Documentation in all material respects, and (ii) if and when made generally available through Support Services to ESi's other customers receiving Support Services, providing subsequent releases and versions of the Software for use consistent with ESi's then current policies. All Software Updates received by Client shall be subject to the terms of this Agreement. Support Services shall not include, and ESi shall not be responsible for, failures of the Software to perform consistent with the Documentation, specifications, requirements and other details set forth in Exhibit A or any subsequent amendments or quotes hereto in all material respects resulting from or caused by Client, Client's hardware and equipment, Client's connection to the Software, third party service providers, including, without limitation, communications services providers, or otherwise disclaimed elsewhere in this Agreement.
12. **Hosted Services.** During the Term of this Agreement and provided Client is not in violation of this Agreement, ESi will provide Hosted Services, as set forth in Exhibit D hereto, for the Software during the Standard Business Hours. Exhibit D is herein incorporated and made part of this Agreement by this reference.
13. **Consulting Services.** ESi will perform the Consulting Services set forth in any Exhibit or Statement of Work between the Parties in accordance with the terms within the applicable Exhibit and/or Statement of Work, for the Fees for such professional services as set forth in such Exhibit or Statement of Work. Each attachment for Consulting Services will include details that: (A) best utilizes the Consulting Services purchased and/or (B) identifies the date of achievement of mutually agreed to milestones tied to the deployment of the Subscription(s) and/or Service(s).

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14. Warranty.

14.1 Warranty by ESi. For new Software provided pursuant to the Subscription purchased by Client pursuant to this Agreement (for instance, merely adding additional Users to the Subscription for use with the Software would not be considered new Software), ESi warrants that, for a period of sixty (60) days from the Installation (the "Software Warranty Period"), the Software, when used in accordance with the applicable Documentation and this Agreement, will perform in compliance with the specifications for such Software as set forth in the Documentation in all material respects. In the event the Software fails to perform as warranted herein during such Software Warranty Period, and ESi receives written notice of such failure from Client following the first occurrence of such failure (and in all events prior to the expiration of the Software Warranty Period):

- a. ESi shall use all reasonable efforts to correct any reproducible error condition reported to ESi in such written notice during the Software Warranty Period as soon as reasonably possible (not to exceed 45 days) following receipt of such written notice;
- b. if ESi is unable to resolve such failure to comply with the warranty as provided above through either a correction or reasonable work around, Client may terminate the applicable order only (in its entirety) without penalty or liability for any amounts payable (other than charges and fees incurred prior to the effective date of such termination) on written notice to ESi that is received by ESi within 3 business days of the expiration of the 45 day "cure period" for any failure to comply with the warranty, and ESi shall, within thirty (30) days following the effective date such termination, refund to Client the pre-paid unused amounts paid by Client pursuant to the terminated order during the 60 day period prior to the effective date of such termination. Additionally, to the extent not already waived or expired as provided above, all rights of termination by Client pursuant to this Section shall expire to the extent ESi has not received a written notice of termination pursuant to this Section prior to the expiration of the Software Warranty Period;
- c. In the event of termination of an order as provided in this Section, Client shall not be obligated to pay any additional charges or fees payable pursuant to such terminated order for the period after the effective date of such termination; and
- d. The limited warranty provided hereunder (including ESi's obligations to restore Software and provide corrections and Client's rights of termination pursuant to this Section) shall not apply to Software to the extent it has been modified by other than ESi (or its contractors or agents), modified at Client's request, or not used in accordance with the requirements of this Agreement, the Documentation, specifications, and the Quotes or order forms. ESi does not warrant that the Software will operate uninterrupted or error free, that all errors can be corrected, or that it will satisfy Client's requirements.

This Section sets forth Client's sole and exclusive remedy, and ESi's entire liability, for the failure of the Software to satisfy the warranty described in this Section. Any refunds pursuant to this Section shall be applied against any limitations of liability set forth in this Agreement.

ESi shall have no obligations pursuant to this Section for claims under this Section for which Client does not provide ESi written notice prior to the expiration of the Software Warranty Period.

In addition to the terms above, any termination of an initial Quote or Order pursuant to this Section shall also terminate this Agreement.

14.2 Warranty by Client. Client represents and warrants that (a) the performance of its obligations and use of the Software by Client and its Users, including, without limitation, any Administrators or Sub-Administrators, if any, will not violate any applicable laws or regulations, ESi's rules and regulations or cause a breach of any agreements with any third parties; (b) it will not interfere with ESi's systems or the use of any services or systems by other ESi's clients; (c) it will not provide or enter any Client Information or Client Data into the Software or Systems that may or does contain protected health information under Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); (d) it will not provide or enter any Client Information or Client Data into the Software or Systems that may or does contain personal data as regulated by the General Data Protection Regulation 2016/679 (the "GDPR"); and (e) it will not send any notifications, be it SMS, email, text, pager alerts, phone calls, using the Software or Systems without obtaining the consent of any User or recipient as required by applicable laws, statutes, or regulations. In the event of any breach of any of the foregoing Client warranties, in addition to any other remedies available at law or in equity, ESi will have the right, in its sole reasonable discretion, to terminate or suspend immediately any related Software if deemed reasonably necessary by ESi to prevent any harm to ESi, its Clients and/or its business. ESi will provide to Client notice (email being sufficient) of such termination or suspension of the Software and, in ESi's sole discretion if an opportunity to cure the breach if practicable depending on the nature of the breach, ESi may provide the Client with an opportunity to cure such breach and if cured, in ESi's full satisfaction, ESi may restore the Software or access to the Software.

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15. Disclaimers.

15.1 ESI DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND/OR ACCOMPANYING DOCUMENTATION. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY ESI OR ANY OF ITS AGENTS, EMPLOYEES OR CONTRACTORS SHALL CREATE A WARRANTY, AND CLIENT IS NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION. ESI EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR FREE OF ERRORS.

15.2 THE SOFTWARE AND ANY SERVICES THERETO ARE NOT COMPLIANT WITH THE REQUIREMENTS OF THE HIPAA.

15.3 The Software is an information management application. The software is not fault-tolerant and is not designed, manufactured, or intended for use or resale in hazardous environments that require fail-safe performance such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, emergency response, terrorism prevention or response, life support or weapons systems (collectively "High Risk Activities"), the failure of which could lead to death, personal injury, or severe physical or environmental damage. ESI EXPRESSLY DISCLAIMS ANY WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES. Client agrees to indemnify, defend and hold ESI, and its affiliates, officers, directors, employees, agents, subcontractors, licensors, successors, and assigns harmless from and against any and all liability, losses, claims, expenses (including attorneys' fees), demands or damages of any kind, including direct, indirect, special, punitive, incidental, or consequential damages, arising out of or in connection with the Client's use of the Software for High Risk Activities.

16. Fees and Payment Terms.

16.1 Payment; Late Payment. All amounts are due and payable by Client to ESI as set forth in Exhibit C hereto (unless alternative payment terms are mutually agreed up on by the parties). Exhibit C is herein incorporated and made part of this Agreement by this reference. Any payments not received by ESI within thirty (30) days after the date of the applicable invoice (or as otherwise due under the applicable Exhibit C or Quote) will be considered past due and will accrue a late fee of 1.5% (or, if less, the highest amount allowed by applicable law) for failure to pay such invoiced amount within thirty (30) days of the applicable invoice date and for each thirty (30) day period thereafter that such amounts remain past due and owing.

16.2 Travel Expenses and Additional Charges. To the extent that the Software and services provided hereunder may require ESI to travel, Client shall pay Travel Expenses reasonably incurred by ESI in connection with such travel. ESI shall invoice Client for Travel Expenses on a monthly basis as incurred. Travel Expenses are in addition to any charges set forth in this Agreement or any Quote hereto. Other additional charges may be required should Client elect to: (a) use the Software on more than one (1) Instance; (b) increase the number of named users who may access the Software; (c) increase the number of non-production instances of the Software; (d) additional Software; (e) upon renewal; (f) increase storage capacity; or (g) as otherwise required by the Agreement.

16.3 Renewal Charges. At least sixty (60) days prior to the expiration of the Initial Period (as defined in Exhibit A) or a then current Renewal Period, ESI may notify Client of the current fees for Software and Support Services, and invoice Client for such fees for the Renewal Period so that such amount is due and payable prior to the commencement of such Renewal Period. ESI shall be entitled, in its sole discretion, to increase the fees for the Software and Support Services.

16.4 Suspension of the Software, Services and Support Services. Without limitation as to any other rights or remedies of ESI under this Agreement, ESI reserves the right to immediately suspend Client's access to and use of the Software and the Services (including, without limitation Support Services), without notice to Client, if any charges or fees payable to ESI are past due and not paid within the time frame set forth in Section 16.1 or elsewhere in this Agreement or an Exhibit, Statement of Work or Quote hereto, as applicable. Client agrees that ESI shall have no liability to Client, and Client waives any claim or action against ESI in the event of suspension or termination of access to or use of the Software and the Services for Client's failure to timely pay charges. Client's payment obligations shall continue during any period of suspension pursuant to this Section.

16.5 Taxes. All amounts charged by ESI are exclusive of, do not include, and Client shall be solely responsible for payment of, all sales, excise, use, value added, withholding, import or other taxes, tariffs and duties which are imposed to the Software and Services by or under the authority of any government or any political subdivision thereof, except for any taxes based upon ESI's net income, assets or worth. ESI shall invoice Client for amounts it is obligated to collect or is allowed to recover as such taxes, tariffs and duties. Client's obligations for the payment of taxes, tariffs and duties payable hereunder shall survive the expiration or termination of this Agreement. If the transaction or the Client is exempt from taxes, ESI will not charge tax provided that Client timely provides ESI with a valid exemption certificate or other evidence of such exemption

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in a form reasonably acceptable to ESI. To the extent permitted under applicable laws and regulations, ESI will not charge tax on transactions for the electronic delivery of the Software and Services. All payments due from Client shall be made without any deduction or withholding on account of any Taxes, charge or penalty, except required by law, in which case the sum payable by Client from which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, ESI receives and retains (free from any liability with respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required.

17. **Limitations of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ANY EXHIBITS OR ATTACHMENTS HERETO AND TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ESI (INCLUDING ITS AFFILIATES) SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY EXHIBIT, QUOTES OR ORDERS HEREUNDER (HOWEVER ARISING, UNDER ANY THEORY INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, CONTRACT OR STRICT LIABILITY), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR INTERRUPTED COMMUNICATIONS, LOST DATA, LOST REVENUE, LOST PROFITS, LOSS OF TECHNOLOGY, LOSS OF RIGHTS OR SOFTWARE OR SERVICES AND/OR DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY OR LOSS OF USE OF ANY INFORMATION OR DATA OR OF THE SOFTWARE OR SERVICES, EVEN IF ESI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN. SUBJECT TO THE FOREGOING AND TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, FOR THIS AGREEMENT AND EACH QUOTE FOR SOFTWARE OR SERVICES HEREUNDER, IN NO CASE SHALL ESI'S (INCLUDING ITS AFFILIATES) MAXIMUM AGGREGATE LIABILITY DURING ANY TWELVE (12) MONTH PERIOD DURING THE TERM OF THIS AGREEMENT (THE FIRST OF WHICH SHALL COMMENCE ON THE EFFECTIVE DATE OF THIS AGREEMENT) UNDER ANY CIRCUMSTANCES EXCEED THE AMOUNTS ACTUALLY PAID TO ESI BY CLIENT PURSUANT TO THIS AGREEMENT DURING SUCH TWELVE (12) MONTH PERIOD (EXCLUDING TRAVEL EXPENSES). THE PARTIES UNDERSTAND AND AGREE THAT THE LIMITATION OF LIABILITY SET FORTH IN THIS AGREEMENT REPRESENTS A REASONABLE ALLOCATION OF RISKS, AND EACH PARTY EXPRESSLY CONSENTS TO SUCH ALLOCATION. ESI SHALL HAVE NO LIABILITY OF ANY KIND IN THE EVENT CLIENT'S RECORDS OR OTHER DATA SUBMITTED FOR PROCESSING ARE LOST OR DAMAGED.

18. **Termination.**

18.1 Termination for Cause. This Agreement or any Exhibit or Quotes hereto may be terminated as follows:

- a. by ESI upon the breach by Client of any of its payment obligations under this Agreement or any Quote or Exhibit hereto, which breach has not been cured within five (5) days after Client has received written notice thereof,
- b. by one party upon the breach by the other party of any of such other party's material obligations under this Agreement or any Quote or Statement of Work hereto that has not been cured within thirty (30) days after the breaching party has received written notice thereof (*provided, however*, that there shall be no cure period in the event of a breach by Client of its obligations related to ESI's intellectual property), or
- c. by ESI if all or a substantial portion of the assets of Client are transferred to an assignee for the benefit of creditors or Client files or has filed against it a petition for liquidation under bankruptcy or similar laws and such proceeding is not dismissed within sixty (60) days.

If the basis for termination for cause applies only to a specific Quote or Statement of Work, the non-breaching party may elect to terminate only the affected Quote and associated Statement of Work, in which case this Agreement and other Quotes will remain in full force and effect. A breach of the terms of this Agreement or a Quote by a User shall be deemed to be a breach of the terms of this Agreement by Client.

18.2 Effective Date of Termination for Cause. Termination for cause based upon 18.1(a) above shall be effective on the 6th day after Client received the original written notice of breach if cure is not made or if some interim arrangement has not been reached between the parties (and agreed in writing) during the five (5) day cure period. Termination for cause based upon 18.1(b) above shall be effective on the 31st day after the breaching party received the original written notice of breach if cure is not made or if some interim arrangement has not been reached between the parties (and agreed in writing) during the thirty (30) day cure period; *provided, however*, if a breach under 18.1(b) is not subject to cure (e.g., disclosure of a party's Confidential Information), termination for cause is effective immediately upon the party providing written notice of termination to the breaching party consistent with the notices provision of this Agreement. Termination for cause based upon 18.1(c) above shall be effective immediately after the assignment for benefit of creditors

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has been made or the filing of a petition for liquidation under bankruptcy or other insolvency laws and such have not been dismissed, dissolved or the petition lifted or stayed.

18.3 Effects of Termination. Termination of this Agreement shall result in the termination of all outstanding Quotes, Statements of Work and Exhibits, and termination of all outstanding Quotes, Statements of Work and Exhibits shall result in the termination of this Agreement. Upon termination of this Agreement and/or any Quotes, Statements of Work and Exhibits for any reason, any amounts owed to ESi under this Agreement or any Quotes, Statements of Work and Exhibits, regardless of whether not yet due and payable, will be accelerated and deemed immediately due and payable (including, without limitation, the remaining balance of unpaid fees for professional services and Travel Expenses). All Subscriptions, including, without limitation, Services and all Software use and access, granted under this Agreement and all Quotes, Statements of Work and Exhibits hereto shall immediately terminate upon termination of this Agreement. All Subscriptions, including, without limitation, Services and all Software use and access, granted pursuant to an applicable Quotes, Statements of Work and Exhibits shall terminate upon the expiration or termination of the applicable Quotes, Statements of Work and Exhibits. Upon termination of this Agreement, ESi will immediately cease performing all Services and terminate Client's and its User access to the Software. ESi shall have no obligation for retaining or maintaining a copy of any such Client's Information or data from the Software following the date of expiration or termination of the Quotes, Statements of Work and Exhibits governing such information or (if sooner) the expiration or termination of this Agreement. ESi shall be entitled, without further liability, to destroy all such Client's Information or data from the Software following the date of expiration or termination of the Quotes, Statements of Work and Exhibits governing such information or (if sooner) the expiration or termination of this Agreement. Notwithstanding the foregoing, in no event shall any Client Confidential Information, including, without limitation, the Client Data, that is entered into or shared in the Juvare Exchange be returned to Client or removed from the Juvare Exchange; Client understands and acknowledges that any Client Confidential Information, including, without limitation, the Client Data, entered into the Juvare Exchange is visible and viewable by other Juvare Exchange users and is not secure or held confidential. If Client receives Hosted Services from ESi, the following termination provisions also apply upon termination of this Agreement for any reason:

- a. Client's access to the Hosted Services (including, without limitation, all access to the hosted environments and data) shall be suspended;
- b. Client shall immediately surrender to ESi any Internet protocol numbers, addresses or ESi-owned domain names assigned to Client in connection with the Hosted Services delivered hereunder;
- c. Unless other arrangements are requested by Client within five (5) days of the effective date of termination and provided Client has paid all outstanding amounts due to ESi under this Agreement, for the five (5) day period following the effective date of termination of this Agreement ESi shall provide Client with access to its data or information within the Hosted Services for Client to download the Client Data or information; and
- d. Any and all Client Data shall be overwritten, erased, encrypted or otherwise rendered unrecognizable upon the sooner to occur of (i) Client's confirmation that it has downloaded the Client Data or information, or (ii) expiration of the period of access as set forth in subsection (c) above, or (ii) thirty (30) days from the effective date of termination of this Agreement.

18.4 Other Termination/Suspension of Services. In addition to all other remedies to which it may be entitled hereunder, ESi shall have the right, without notice to Client, to immediately suspend the provision of any and all Software and Services hereunder, including, without limitation, access to the Software and Support Services, in the event of (i) any breach or threatened breach of this Agreement or any Quotes, Statements of Work and Exhibits hereto by Client or its Users or contractors, (ii) any requirement or direction by any legal or regulatory body having jurisdiction over Client, ESi or its suppliers or third party service providers, or (iii) any change in law that renders ESi provision of the Software unlawful or otherwise non-compliant with applicable law. Client's payment obligations shall continue during any period of suspension pursuant to this Section. Client agrees that ESi shall have no liability to Client, and Client waives any claim or action against ESi, in the event of termination of access to the Software as provided in this Agreement. ESi shall make reasonable efforts to restart such access upon Client's cure or correction of the event of default or breach unless it has already terminated this Agreement or any Quotes, Statements of Work and Exhibits as provided hereunder. Client shall reimburse and pay to ESi all charges, expenses and fees incurred by ESi or payable by ESi to third parties as a result of such suspension of Software or reconnection/restart of such access to such Software.

18.5 Collection Costs. ESi shall be entitled to recover from Client any and all of ESi's attorneys' charges and expenses, including, without limitation, court costs, incurred by ESi in connection with any attempts to pursue collection of amounts owed by Client hereunder or otherwise incurred by ESi in enforcing of the terms and conditions of this Agreement or any Quotes, Statements of Work and Exhibits hereto.

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18.6 Survival. The provisions of this Agreement that, by sense and context of the provision, are intended to survive performance by either or both parties shall also survive the completion, expiration, termination or cancellation of this Agreement.

18.7 The termination of this Agreement shall not relieve the Client of its obligation to pay any Charges and Fees incurred hereunder prior to the effective date of such termination or expiration or that result or arise from the termination of this Agreement (as provided in herein).

19. Indemnification.

19.1 By ESI. ESI shall, at ESI's sole cost and expense, defend Client against a third party claim that the Software provided hereunder by ESI infringes such third party's U.S. patent or copyright (or other jurisdiction as agreed to in writing by both parties), and ESI shall pay damages that a court finally awards to such third party to the extent based on such claims or is agreed to by ESI in settlement of such claims, provided that (i) Client provides ESI prompt written notice of such claims, (ii) ESI controls the defense and settlement of such claims, and (iii) Client, at ESI's expense, reasonably cooperates with ESI in the defense and settlement of such claims. ESI's obligation hereunder shall not extend to a claim to the extent such claim is based on any alleged infringement arising from any (a) infringement or contributory infringement to the extent caused in whole or in part by Client, its Users, agents, representatives, employees or by third parties under Client's direction or control; (b) additions, changes or modifications to the Software by or on behalf of Client except for any additions, changes or modifications made by ESI or its Suppliers on ESI's behalf; (c) incorporation of the Software or any component thereof into any other product or process; or (d) use of the Software other than as permitted by this Agreement or the applicable Quote or Order. Should the Software become, or in ESI's opinion, be likely to become the subject of any such suit or action for infringement for which ESI is responsible under this Section, or if Client is enjoined from using the Software, ESI shall, at ESI's sole option and expense, (x) procure the right to continue providing the Software; (y) replace or modify such Software so that they become non-infringing and functionally equivalent; or (z) may terminate that portion of the allegedly infringing Software on written notice to Client. This Section states ESI's entire liability for infringement claims relating to the Services, Software, or Support Services.

19.2 By Client. Client shall defend, indemnify and hold ESI, its affiliates and each party's officers, directors, employees, representatives and agents harmless, at Client's sole cost and expense, from and against any damages and third party claims that arise from (a) infringement or contributory infringement to the extent caused in whole or in part by Client, its Users, agents, representatives, employees or by third parties under Client's direction; (b) additions, changes or modifications to the Services by or on behalf of Client; (c) incorporation of the Services or any component thereof into any other Client product or process; (d) use of the Services by Client other than as permitted by this Agreement or applicable Exhibit, Statement of Work or Quote; (e) Client's breach of any of its obligations under this Agreement or an applicable Exhibit, Statement of Work or Quote; (f) any personal injury or property damage caused by Client; (g) Client's breach of any federal, state or local law or regulation in connection with Client's use of the Software, System or Services, (h) Client's performance of services for Client's clients; (i) claims against ESI by Client's clients, customers or third parties arising from Client's use of the Software, Hosting Services and/or Documentation hereunder, including, without limitation, Client Data containing any protected health information subject to HIPAA or personal data subject to GDPR; and (j) libelous, slanderous, indecent or other statement concerning or arising out of Client's statement or publications to or about individuals or business entities.

20. Export Controls. Client acknowledges that the Software and Documentation are subject to United States export laws. Client shall not, nor shall Client authorize or permit its directors, employees, consultants, independent contractors or other persons, to export, re-export, disclose or otherwise provide the Software and/or Documentation to any country unless an appropriate license, exemption or authorization has been obtained from the U.S. Government. Client expressly agrees that Client shall not export, re-export, barter, or otherwise provide or disclose the Software and Documentation, in whole or in part, to: (a) any country covered by any United States trade embargo; (b) any person listed on the United States Department of Treasury's list of Specially Designated Nationals; (3) any person or entity listed on the United States Department of Commerce Denied Persons List; (4) any person or entity listed on the United States Department of Commerce Unverified or Entity Lists; (5) any person or entity listed on the United States Department of State Debarred List; or (6) any person or entity where such export, re-export, barter, disclosure or provision violates United State export control law or regulation. Client represents and warrants that neither it nor its directors, employees, consultants, nor any other persons or entities who may gain access to the Software and Documentation through the Client, are persons or entities subject to such U.S. export controls. Client agrees to defend, indemnify, and hold harmless ESI from and against any claim, loss, liability, damage or expense, including fines or legal fees incurred by ESI with respect to any of Client's export or re-export activities contrary to the foregoing instructions.

ESi Acquisition, Inc. ("ESi" does take exception to the Software as a Service Addendum and any other binding contractual terms within this RFQ. ESi represents that, to the best of its knowledge, the responses and statements provided are accurate at the time of this proposal; however, product details and support/project information are subject to change. Some functionality detailed may include products or services not included in the proposal. This response is not provided as a binding offer for acceptance, nor is it expected to be included as a part of the contract. Final agreement to pricing, policies, procedures, standards, terms and conditions – notwithstanding any terms and conditions provided within the scope of the RFQ document – will be reached during contract negotiations and will be detailed in an agreement between the parties.

21. U.S. Government Rights.

- a. If Client is an agency, department, or other entity of the United States Government ("Government"), or funded by the United States Government, Client's use, duplication, reproduction, release, modification, disclosure or transfer of the Software, Documentation, technical specifications, or any related materials of any kind, including technical data, is restricted in accordance with Federal Acquisition Regulation ("FAR") 12.212 for civilian agencies, Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202 for military agencies and the equivalent regulations for the Department of Energy. The use of the Software and Documentation is further restricted in accordance with the terms of this Agreement, or any modification thereto.
- b. The Software and Documentation are commercial computer software and commercial computer software documentation. Client shall ensure that each copy used or possessed by or for the Government is labeled with the following: "Manufacturer is ESi Acquisition, Inc., 235 Peachtree Street NE, Suite 2300, Atlanta, GA 30303. ALL RIGHTS RESERVED. PROPRIETARY PRODUCTS." For the purpose of any federal, state or local law, Client agrees that the Software and Documentation are trade secrets and proprietary commercial products of ESi and/or its third-party licensors and are not subject to disclosure.

22. General Terms and Conditions.

- a. Entire Agreement; Waiver. This Agreement (including any attachments and schedules) and Exhibits, Statements of Work or Quotes set forth the entire understanding and agreement of the parties and supersede any and all oral or written agreements or understandings between the parties, as to the subject matter of this Agreement or the applicable Exhibit, Statement of Work or Quote. Any provisions, terms or conditions on Client's purchase orders which are, in any way, inconsistent with or in addition to the terms and conditions of this Agreement shall not be binding upon ESi and shall have no applicability hereunder. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.
- b. Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Georgia (United States of America) regardless of application of choice of law rules or principles. This Agreement expressly excludes the United Nations Convention on Contracts for the International Sale of Goods. Unless otherwise elected by ESi at its option and in writing for a particular instance, the sole jurisdiction and venue for actions related to the subject matter hereof shall be the state or United States District Court having within its jurisdiction the location of ESi's principal place of business in Atlanta, Georgia. Both parties shall consent to the jurisdiction of such courts and agree that process may be served in any manner allowed by the laws of the State of Georgia or of the United States. If Client acquires the Subscription, or use or access of the Software, in a country other than the United States or its territories, local law and additional Fees to Client may apply. The original language of this Agreement is English. In case of any discrepancies or conflicts between the English text version of this Agreement and any translation, the English version shall prevail.
- c. Dispute Resolution. Subject to the "Confidentiality" Section of this Agreement, the parties agree to resolve all differences or disputes arising out of or relating to this Agreement shall be resolved and settled by final and binding arbitration administered by the Judicial, Arbitration, Mediation Services (J.A.M.S.) pursuant to J.A.M.S.' then-current arbitration rules; provided, however, that in the event that J.A.M.S. shall be unavailable for any reason, then the arbitration shall be filed with and administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules. Any such arbitration shall be conducted before a single arbitrator in a proceeding held in the Atlanta, Georgia area. The arbitrator shall award to the prevailing party in such arbitration such party's attorneys' charges, arbitrator's charges, J.A.M.S.' charges (or, if applicable, AAA's charges) and other costs incurred by the prevailing party in such arbitration. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The language of the arbitration shall be English. The arbitrator shall apply the substantive law of Georgia when resolving the differences before them and shall not resort to any conflict of law rule that would call for the application of the law of another jurisdiction. The arbitrator shall take into account principles of legal privileges, such as those involving the confidentiality of communications between a lawyer and a client. The arbitrator shall render any monetary award in U.S. dollars. Notwithstanding the foregoing, the parties reserve the right to seek injunctive relief in a court of competent jurisdiction to protect any intellectual property rights and to prevent the release of Confidential Information.
- d. Assignment. Client may not assign or otherwise transfer, in whole or in part, or in any other manner, any rights, obligations, or any interest in or under this Agreement without the prior written consent of ESi and any purported attempt to do so will be null and void. A merger or other acquisition by a third party will be treated as an assignment. ESi may at any time and without Client's consent assign all or a portion of its rights and duties under this Agreement to a company or companies wholly owning, owned by, or in common ownership with ESi. This Agreement shall be binding on each party's successors and permitted

ESi Acquisition, Inc. ("ESi") does take exception to the Software as a Service Addendum and any other binding contractual terms within this RFQ. ESi represents that, to the best of its knowledge, the responses and statements provided are accurate at the time of this proposal; however, product details and support/project information are subject to change. Some functionality detailed may include products or services not included in the proposal. This response is not provided as a binding offer for acceptance, nor is it expected to be included as a part of the contract. Final agreement to pricing, policies, procedures, standards, terms and conditions – notwithstanding any terms and conditions provided within the scope of the RFQ document – will be reached during contract negotiations and will be detailed in an agreement between the parties.

- assigns. Additionally, ESi may delegate the performance of certain Services to its Affiliates and third-party providers, provided ESi remains responsible to Client for the delivery of such Services and the compliance of such Affiliates and third-party providers with this Agreement.
- e. Change in Subcontractors. ESi has the right to change, modify and otherwise convert services providers and subcontractors (including, without limitation, its affiliates) used to provide the Services and terms under which the Services are offered, provided that the basic functionality and quality of the Services will not be materially adversely affected.
 - f. Interpretation. In the event of a conflict between this Agreement and the terms of any Exhibit, Statement of Work or Quote attached hereto, the terms of the Exhibit, Statement of Work or Quote shall prevail and control the interpretation of this Agreement. The Exhibits, Statement of Work or Quote, attachments, and schedules together with this Agreement shall be interpreted as a single document.
 - g. Force Majeure. No breach of any obligation of ESi in this Agreement or an Exhibit, Statement of Work or Quote shall constitute an event of default or breach to the extent it arises out of a cause, existing or future, that is beyond the reasonable control of ESi, including without limitation, "acts of god" (such as earthquake, natural disaster, or flood), war, terrorists' acts, riot, theft, labor disputes, government regulations, curtailment of transportation, or a cause making ESi's performance impossible or commercially impracticable or the like.
 - h. Limitations Period. Client agrees not to bring a legal action against ESi more than two years after the later of the date on which the cause of action accrues or the date on which the party discovered or with reasonable investigation should have discovered the cause of action.
 - i. Prevailing Party. The prevailing party in any arbitration, suit, or action brought by one party against the other party to enforce the terms of this Agreement, any Exhibits or Quotes or Statement of Works hereto or any rights or obligations hereunder, shall be entitled to receive its reasonable costs, expenses, and attorneys' charges of bringing such arbitration, suit, or action.
 - j. Independent Contractors. The parties are independent contractors, and no agency, partnership, franchise, joint venture or employment relationship is intended or created by this Agreement. Neither party shall make any statement, representation, warranty or other commitment on behalf of the other party.
 - k. No Licenses. There are no licenses to the Software, express or implied, granted or provided under this Agreement. Neither party shall exceed the scope of the Subscription granted hereunder. ESi reserves all rights not specifically granted to Client.
 - l. Notice. All notices shall be in writing and sent by certified mail (return receipt requested), overnight courier, or delivered personally to the addresses indicated on the first page of this Agreement for the applicable intended recipient, or such other address as either party may indicate by at least ten (10) days prior written notice to the other party. All notices to ESi shall be directed to the attention of the President/CEO of ESi, with a copy of all such notices also sent to ESi to the attention of ESi's General Counsel at the same address as ESi. Notice will be effective on the date shown on the delivery receipt or, in the case of personal delivery, actual receipt. All notices required pursuant to this Agreement shall be provided in strict compliance with this Section.
 - m. Severability. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.
 - n. No Third-Party Beneficiaries. ESi and Client agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this Agreement.
 - o. Headings. The headings used in this Agreement, Exhibits, Quotes and Statements of Work are solely for convenience and shall not be considered in its interpretation.
 - p. Authorized Signer. Each party represents that the person signing this Agreement and any Exhibit, Statement of Work or Quotes hereto has been properly authorized and empowered to execute and deliver this Agreement and any Exhibit, Statement of Work or Quotes hereto on behalf of such party. This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by ESi.
 - q. Incorporation by Reference. Any Attachments to this Agreement and any Exhibit, Statement of Work or Quote now existing and hereafter executed or issued that are made pursuant to this Agreement shall be deemed to be part of this Agreement and are incorporated into this Agreement by reference.
 - r. Amendments. Except as otherwise provided herein or in an applicable Exhibit, Statement of Work or Quote, this Agreement and any Exhibit, Statement of Work or Quote may be changed or modified only in a written document signed by duly authorized representatives of both parties.
 - s. Counterparts/Duplicate Originals. This Agreement and any Exhibit, Statement of Work or Quote may be executed by the parties in one or more counterparts or duplicate originals, and each of which when so executed shall be an original, but all such counterparts shall constitute one and the same document.

ESi Acquisition, Inc. ("ESi" does take exception to the Software as a Service Addendum and any other binding contractual terms within this RFQ. ESi represents that, to the best of its knowledge, the responses and statements provided are accurate at the time of this proposal; however, product details and support/project information are subject to change. Some functionality detailed may include products or services not included in the proposal. This response is not provided as a binding offer for acceptance, nor is it expected to be included as a part of the contract. Final agreement to pricing, policies, procedures, standards, terms and conditions – notwithstanding any terms and conditions provided within the scope of the RFQ document – will be reached during contract negotiations and will be detailed in an agreement between the parties.

- t. Publicity/Use of Trademarks. ESi and Client herein agree to permit the occasional use of each other's name and logo as well as reference to this Agreement and the Services in their respective promotional advertising, press releases and public relations efforts. All such use will be only in a manner that reflects positively upon the other party. ESi may, without obtaining Client's prior written consent, place Client's name on a list of ESi's customers.
- u. Non-Solicitation. Client shall not, without ESi's prior written consent, directly or indirectly, solicit for employment or hire any Restricted Employee (as defined herein) while such person is employed by ESi and for the 12-month period starting on the earlier of: (i) termination of such Restricted Employee's employment with ESi, or (ii) termination or expiration of this Agreement. "Restricted Employee" means any former or current employee of ESi or its Affiliates that provided services on behalf of ESi hereunder or that Client became aware of or came into contact with during ESi's performance of its obligations under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives as of the day and year set forth above. This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by ESi.

ESi Acquisition, Inc.

**West Virginia Emergency Management Division
("Client")**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

/End of the Agreement; Exhibits follow

ESi Acquisition, Inc. ("ESi" does take exception to the Software as a Service Addendum and any other binding contractual terms within this RFQ. ESI represents that, to the best of its knowledge, the responses and statements provided are accurate at the time of this proposal; however, product details and support/project information are subject to change. Some functionality detailed may include products or services not included in the proposal. This response is not provided as a binding offer for acceptance, nor is it expected to be included as a part of the contract. Final agreement to pricing, policies, procedures, standards, terms and conditions – notwithstanding any terms and conditions provided within the scope of the RFQ document – will be reached during contract negotiations and will be detailed in an agreement between the parties.

EXHIBIT A TO WEBEOC SUBSCRIPTION AGREEMENT

1. Term of Hosted Services Subscription

The Subscription to the Hosted Services for the Software identified forth on this Exhibit A shall commence on the Agreement Effective Date set forth above and continue thereafter for an initial period of **One (1) year** with three additional option years (the "Initial Period"). Thereafter, the Subscription to the Hosted Services for the Software shall automatically renew for successive additional 12-month periods (each a "Renewal Period"), provided that either party may non-renew the Subscription to the Hosted Services for the Software as of the end of the Initial Period or any subsequent Renewal Period, on not less than 60 days' prior written notice of non-renewal to other party. "Term" means the Initial Period and any Renewal Period of the Subscription to the Hosted Services for the Software as set forth herein. Any such non-renewal shall be effective as of the end of the Initial Period or subsequent Renewal Period, as applicable, following the expiration of such 60-day notice period.

2. Subscription Software

The Subscription includes the following Software:

Number of Instance	Software
1	ESi WebEOC® Enterprise Software <i>Latest Version</i> - ArcGIS Extension - Maps Add-on - Single Sign on for Active Directory and SAML - WebEOC Pro/Enterprise Alerts – Basic - Subscription – RID Board DesignStudio® Software Pro Bundle

The Subscription includes the following purchased "non-production" Instances for the identified purpose:

Number of Instance	Purpose
1	Development/testing of Software Updates prior to placing in production (internal use only)
-	Training (internal use only)
-	Disaster Recovery

3. Authorized Number of Users for WebEOC

Client may provide access to the following number of Administrators, Sub-Administrators, and Users, all authorized on a named and active user basis; does not include DesignStudio® User counts.

User Type	Qty of Users
Administrators	5
Sub-Administrators	10
Users	750 (inclusive of Administrators and Sub-Administrators)

4. DesignStudio®

User Type	Qty of Users
Users	5

5. Client Storage Capacity: 50 GB

6. Surge Capacity Plan for Users

User Surge Capacity Plan has been purchased for Term: [] Yes [X] No

7. Surge Capacity Plan for DesignStudio Form Submission

DesignStudio Surge Capacity Plan has been purchased for Term: [] Yes [X] No

8. Emergency Response Program

Emergency Response Program has been purchased for Term: [] Yes [X] No

/End of Exhibit A

ESi Acquisition, Inc. ("ESi") does take exception to the Software as a Service Addendum and any other binding contractual terms within this RFQ. ESI represents that, to the best of its knowledge, the responses and statements provided are accurate at the time of this proposal; however, product details and support/project information are subject to change. Some functionality detailed may include products or services not included in the proposal. This response is not provided as a binding offer for acceptance, nor is it expected to be included as a part of the contract. Final agreement to pricing, policies, procedures, standards, terms and conditions – notwithstanding any terms and conditions provided within the scope of the RFQ document – will be reached during contract negotiations and will be detailed in an agreement between the parties.

EXHIBIT B TO WEBEOC SUBSCRIPTION AGREEMENT

DESCRIPTION OF SUPPORT SERVICES FOR THE SOFTWARE

Support Services for the Software shall include the following (in addition to what is stated in the Agreement):

- 1) **Telephone Assistance:** Client's "Support Contact" (as defined below) may contact the ESI's Support Center for telephone assistance to seek advice relating to the use of Hosted Services and/or to identify and work to provide a "workaround" for Software problems, if available. Telephone assistance for non-Emergency Support Services shall be available during Standard Business Hours.
- 2) **Problem Assistance:** Client may submit problem assistance requests for Software assistance via the published ESI's support escalation procedures. ESI will notify Client if any request is beyond the scope of this Agreement and is, therefore, subject to additional charges. Requests for problem assistance for non-Emergency Support Services shall be available during Standard Business Hours.
- 3) **Software Updates:** ESI will update the Software as such updates and future versions of the applicable Software are made generally available to other ESI clients receiving Support Services at no additional charge. Any training required by Client related to such Software Updates and subsequent versions of the Software are provided for an additional charge. ESI shall provide Client with Software Updates to the Software, except for modules, as such Software Updates become available. Software Updates may include correction releases (i.e. patches provided to correct software anomalies), point releases (i.e. modifications to current generation of software including enhancement and improvements), and level releases (i.e. new releases or new generation of software), but shall not include new products, modules or plug-ins released commercially by ESI as independently priced items. For Modules, ESI shall provide Client any Software Updates released by ESI to correct errors affecting the operation of the Module, whether such error is caused by the Module itself or by an error in the Software, and any Software Updates required to maintain compatibility with the Software. ESI shall not provide for any enhancements to the Module.

Process to Obtain Support Services. To obtain Support Services or telephone or problem assistance, Client's designated Support Contact (an assigned Administrator that has completed the Administrator training and is listed as the Support Contact for Client) may contact ESI's Support Center as pursuant to ESI's published support procedures. Such support procedures include contacting ESI's Support Center via telephone, email and, when required, remote session support during Standard Business Hours and during Non-Standard Business Hours.

"Routine" Support Services includes assistance with the use and configuration of the software; assistance with identification and resolution of errors or defects assistance with application and use of new releases; general support for Board Builder and boards built by ESI or an ESI-certified technician; and access to WebEOC best practices, community-use status boards, "help" resources and other content made available through <https://www.juware.com/customers/technical-support>, a "client only" web forum. Support Services may be accessed by Client by calling the Support Center via (877) 771-0911 or by electronic mail at support@juware.com (subject to updates and changes by ESI).

"Emergency" Support Services shall be available 24 hours per day, 365 days per year. Emergency telephone support includes any assistance needed by Client while Software is in use operationally, whether for actual incidents or exercises excluding assistance with GIS interfaces, mapping or products, which is licensed by a third-party vendor is available only during Standard Business Hours. Emergency Support Services may be accessed by calling the Support Center via (877) 771-0911 (subject to updates and changes by ESI).

Client may request performance of additional services by ESI. Such services shall be invoiced separately by ESI at ESI's then current rate for such services and Travel Expenses, if applicable.

Limitations on Support Services. ESI will provide Support Services for only the current version of any Software. Client is obligated to promptly implement all Software Updates, work arounds and error corrections provided by ESI.

Problems or Issues Not Covered by Support Services. The following issues/problems, and all issues or problems caused by the following, are not covered by Support Services:

1. Alterations to the Software not authorized by ESI;
2. Unless otherwise agreed in an Exhibit or Statement of Work hereto, customizations to the Software from consulting or professional services provided by ESI, including applications design or recommendations by Client;
3. Software problems created by Client negligence or fault or failure to comply with any specifications, policies, procedures or requirements for use of the Software, including, without limitation, those set forth in ESI's [Terms & Conditions](#);
4. Software problems caused by or related to a change in Client's service provider or internet access provider. Without limiting the generality of the foregoing, no reconfiguration of the Software due to a change in a service provider is covered under Support Services. Client should notify ESI prior to changing its service provider to enable ESI to provide configuration specifications to the new service provider. Any programming and configuration changes will be charged to Client at the then-current ESI's daily/hourly rates for such reconfiguration services;
5. Software problems that do not significantly impair or affect the operation of the Software;
6. Assistance with third party products; Training; Installation of plug-ins, boards or modules; API support; Board building; and
7. Client's failure to allow for the prompt implementation of Error corrections, Software updates, or any work-around provided or made available by ESI (including, without limitation and applicable at all times, implementation of more recently released, generally available versions or releases of the Software made available through Support Services that contain corrections to the relevant Error or where such Error does not occur when using such more recently released version or release of the Software).

Client Responsibilities. Client agrees to limit its requests for Support Services after Standard Business Hours to occasions when the problem related to the Software is critical to Client's operation and cannot wait to be addressed until Standard Business Hours on the next succeeding Contractor business day.

ESi Acquisition, Inc. ("ESi" does take exception to the Software as a Service Addendum and any other binding contractual terms within this RFQ. ESI represents that, to the best of its knowledge, the responses and statements provided are accurate at the time of this proposal; however, product details and support/project information are subject to change. Some functionality detailed may include products or services not included in the proposal. This response is not provided as a binding offer for acceptance, nor is it expected to be included as a part of the contract. Final agreement to pricing, policies, procedures, standards, terms and conditions – notwithstanding any terms and conditions provided within the scope of the RFQ document – will be reached during contract negotiations and will be detailed in an agreement between the parties.

/End of Exhibit B

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EXHIBIT C TO WEBEOC SUBSCRIPTION AGREEMENT
FEES AND PAYMENT SCHEDULE

Fees (further to Quote No. Q-06315, dated December 14, 2021) Upon payment of the following Fees pursuant to the Payment Schedule below, the following Subscription(s) shall be made available for use and access by Client and its Users on a SaaS Subscription basis for the Term set forth in the Agreement and all use of the Software shall be governed by the Agreement:

Year 1				
ITEM NUMBER	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
111-JXW-SENTNF	Subscription - WebEOCx Powered by Juvare Exchange Enterprise without Fusion (5 Admin, 10 Sub-Admin, 750 Users)		1	
101-S-AGIS-1	Subscription - ArcGIS Extension		1	
101-S-MAP-1	Subscription - Maps Add-On		1	
101-S-SSO-1	Subscription - Single Sign On for Active Directory and SAML		1	
101-S-DSP-1	WebEOC DesignStudio Pro		1	
101-S-PEAB-1	WebEOC Pro/Enterprise Alerts - Basic		1	
101-S-CUSTOMANNUAL	Subscription - RID Board		1	
101-S-NPI-ENT	Subscription - WebEOC Enterprise Non-Production Instance		1	
702-P-EXPRESSJX-S	Professional Services - WebEOCx Powered by Juvare Exchange Express Implementation (SaaS)		1	
702-P-UPGRADED	Professional Services - WebEOC Enhancements Package - Upgraded		1	
800-R-WEOCB-O	Training Center - Onsite WebEOC Bootcamp System Administrators to include user access management, a maximum of ten (10) users		1	
800-R-WEOCB-O	Training Center - Onsite WebEOC Bootcamp User training		1	
Subtotal:				\$168,425.00

Year 2				
ITEM NUMBER	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
111-JXW-SENTNF	Subscription - WebEOCx Powered by Juvare Exchange Enterprise without Fusion (5 Admin, 10 Sub-Admin, 750 Users)		1	
101-S-AGIS-1	Subscription - ArcGIS Extension		1	
101-S-MAP-1	Subscription - Maps Add-On		1	
101-S-SSO-1	Subscription - Single Sign On for Active Directory and SAML		1	
101-S-DSP-1	WebEOC DesignStudio Pro		1	
101-S-CUSTOMANNUAL	Subscription - RID Board		1	
101-S-NPI-ENT	Subscription - WebEOC Enterprise Non-Production Instance		1	
101-S-PEAB-1	WebEOC Pro/Enterprise Alerts - Basic		1	
Subtotal:				\$102,925.00

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Year 3				
ITEM NUMBER	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
111-JXW-SENTNF	Subscription - WebEOCx Powered by Juvare Exchange Enterprise without Fusion (5 Admin, 10 Sub-Admin, 750 Users)		1	
101-S-AGIS-1	Subscription - ArcGIS Extension		1	
101-S-MAP-1	Subscription - Maps Add-On		1	
101-S-SSO-1	Subscription - Single Sign On for Active Directory and SAML		1	
101-S-DSP-1	WebEOC DesignStudio Pro		1	
101-S-CUSTOMANNUAL	Subscription - RID Board		1	
101-S-NPI-ENT	Subscription - WebEOC Enterprise Non-Production Instance		1	
101-S-PEAB-1	WebEOC Pro/Enterprise Alerts - Basic		1	
			Subtotal:	\$102,925.00
Year 4				
ITEM NUMBER	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
111-JXW-SENTNF	Subscription - WebEOCx Powered by Juvare Exchange Enterprise without Fusion (5 Admin, 10 Sub-Admin, 750 Users)		1	
101-S-AGIS-1	Subscription - ArcGIS Extension		1	
101-S-MAP-1	Subscription - Maps Add-On		1	
101-S-SSO-1	Subscription - Single Sign On for Active Directory and SAML		1	
101-S-DSP-1	WebEOC DesignStudio Pro		1	
101-S-CUSTOMANNUAL	Subscription - RID Board		1	
101-S-NPI-ENT	Subscription - WebEOC Enterprise Non-Production Instance		1	
101-S-PEAB-1	WebEOC Pro/Enterprise Alerts - Basic		1	
			Subtotal:	\$102,925.00
Contract Grand Total for 4 year agreement (plus applicable taxes)				\$477,200.00

Payment Schedule

For purposes of this Exhibit C, ESi shall invoice, and Client shall pay, the amounts set forth below according to below payment schedule:

- (i) The Year 1 Fees set forth above in the amount of **\$168,425.00 USD** (plus applicable taxes) shall be invoiced by ESi to Client upon ESi's receipt of this Agreement (executed by Client);
- (ii) Subsequent annual charges as set forth above shall be invoiced by ESi to Client so that such amounts are due and payable prior to the commencement of each applicable year; and
- (iii) No travel is expected to be performed by ESi pursuant to this Exhibit C.

All charges in this Agreement are exclusive of taxes and Travel Expenses incurred by ESi in the performance of services and are in addition to any charges set forth in any other Statement of Works or Addenda or Quotes to the Agreement or in the Agreement. All invoices are due and payable thirty (30) days from the date of the invoice and interest fees/late charges (as provided in the Agreement) shall apply to any invoiced amounts not paid within the time periods provided in this Exhibit C or in the Agreement.

ESi Acquisition, Inc. ("ESi" does take exception to the Software as a Service Addendum and any other binding contractual terms within this RFQ. ESi represents that, to the best of its knowledge, the responses and statements provided are accurate at the time of this proposal; however, product details and support/project information are subject to change. Some functionality detailed may include products or services not included in the proposal. This response is not provided as a binding offer for acceptance, nor is it expected to be included as a part of the contract. Final agreement to pricing, policies, procedures, standards, terms and conditions – notwithstanding any terms and conditions provided within the scope of the RFQ document – will be reached during contract negotiations and will be detailed in an agreement between the parties.

If Client is tax exempt, Client shall be responsible for providing all necessary documentation to show such tax-exempt status to ESi or to the taxing entity.

Work cannot be started and dates for services cannot be secured until the applicable initial payment has been received by ESi.

Pricing contained herein is based on configuration outlined above. Some items may not be sold separately. Pricing is valid for 90 days from the date of Quote date.

Notwithstanding anything to the contrary in this Exhibit C and the Agreement, Client has 60 days from execution of this Agreement by Client to permit ESi to implement the Subscription provided hereunder into production. Should Client fail to permit ESi to implement the Subscription into production within such 60-day period, all unpaid amounts set forth above shall be immediately due and payable by Client to ESi and the implementation shall be deemed complete as of the end of such 60-day period. Client may then provide ESi written notice when Client is ready to implement the Subscription. ESi shall not have any obligations for warranties applicable to the Subscription, Software and services, if any, provided hereunder, and Support Services for such Subscription, shall not apply to issues experienced by Client, to the extent caused by Client's use of such Subscription prior to ESi's completion of the implementation of the Subscription.

/End of Exhibit C

ESi Acquisition, Inc. ("ESi" does take exception to the Software as a Service Addendum and any other binding contractual terms within this RFQ. ESi represents that, to the best of its knowledge, the responses and statements provided are accurate at the time of this proposal; however, product details and support/project information are subject to change. Some functionality detailed may include products or services not included in the proposal. This response is not provided as a binding offer for acceptance, nor is it expected to be included as a part of the contract. Final agreement to pricing, policies, procedures, standards, terms and conditions – notwithstanding any terms and conditions provided within the scope of the RFQ document – will be reached during contract negotiations and will be detailed in an agreement between the parties.

EXHIBIT D TO WEBEOC SUBSCRIPTION AGREEMENT **HOSTED SERVICES**

1. **Definitions.** For the purposes of this Exhibit, the following words have the meaning set forth below:
 - a. **"Hosted Services"** means the installation and management of specified software applications in the Juvare Cloud shared environment on behalf of a ESi customer and exclusively for the benefit of permitted users of the Software.
 - b. **"Hosted System"** means the combination of hardware, software and networking components used by the application service provider to deliver the Hosted Services.
 - c. **"Juvare Cloud"** means the shared hardware environment for the purpose of hosting and maintaining software and data on behalf of ESi's customers; may also be referred to as the application service provider or the "ASP."All other capitalized terms in this Exhibit D shall have the same meaning set forth in the Agreement, except where otherwise stated in this Exhibit.

2. **Scope of Services.** ESi shall provide the following services to address the Software hosting needs:
 - a. ESi shall provide Hosted Services to Client according to the provisions set forth in the Agreement and this Exhibit. ESi shall notify Client promptly upon creation of Hosted Services account and provide Client with all information required to access such account. ESi, at its sole discretion, may provide and maintain such Hosted System and/or deliver such Hosted Services internally or through a qualified subcontractor.
 - b. ESi shall provide and maintain the facilities, hardware, and networking components as it sees fit to provide access to the Juvare Cloud for the benefit of Client.
 - c. ESi shall perform, at its convenience and after notice to Client, scheduled updates of the Juvare Cloud as ESi or its hosting subcontractor sees fit. Such updates shall be scheduled to enable the simultaneous update to all of ESi-hosted customers.
 - d. ESi or its hosting subcontractors shall be entitled to perform, as needed, emergency security updates to the Hosted System to protect the Juvare Cloud or the subcontractor's hosted environment from newly identified and widespread threats to the internet or internet-based services posed by worms, viruses and Trojans, or to address other vulnerabilities, with little or no notice to Client.
 - e. ESi shall provide and maintain a redundant shared environment of the Juvare Cloud at a location that is geographically separated from its primary ASP Environment to ensure continuity of Software access and operation in the event of any unforeseen outage, disaster or other event that may interrupt service at the primary location of the Juvare Cloud. Failover to the redundant shared environment of the Juvare Cloud is a manual process and service will be activated by ESi immediately upon notification of malfunction, unavailability or failure of primary shared environment of the Juvare Cloud.
 - f. ESi will notify (via ESi's Support Center) the Client of any planned service outages, i.e., for the purpose of performing Software updates or testing, or other inability to perform the services outlined in this Agreement.
 - g. ESi shall schedule, perform and maintain a duplicate ("backup") record of Client's data within the Juvare Cloud. ESi shall perform hourly SQL transaction log backups and daily full backups. Data backups are limited to SQL database server files (i.e., those files having a .mdf or .ldf file extension). Data backups shall be retained on-site for four weeks.
 - h. In addition to the Support Services pursuant to the Agreement and Exhibit B, ESi shall provide Client with Support Services for the Hosted Services which include assistance with problems related to the Juvare Cloud, data access, Hosted System access, or similar problems. Such Support Services for the Hosted Services may be accessible to Client via the same contact information provided to Client for Support Services; *provided, however,* services to be provided by ESi under this Exhibit and the Agreement do not include assistance with third party products; training; installation of plug-ins, boards or modules; API support; or board building; or repair or correction of errors, defects or other operational or performance defects caused by Software configuration, modification, enhancement or programming provided by any party other than ESi or an ESi-certified technician. Any professional services described in this Section 2(h), or services required to repair or correct the errors and defects described in this Section 2(h), shall be provided on a fee-for-services basis at rates consistent with the ESi published price list in effect at the time services are rendered.
 - i. Client may request performance of additional services by ESi. Such services shall be invoiced separately by ESi at the current published rate for labor and actual costs for materials and travel, if applicable.

3. **Client Obligations**
 - a. The Client shall maintain, at Client's expense, a secure high-speed internet connection through which to access its hosted Software.

ESi Acquisition, Inc. ("ESi" does take exception to the Software as a Service Addendum and any other binding contractual terms within this RFQ. ESi represents that, to the best of its knowledge, the responses and statements provided are accurate at the time of this proposal; however, product details and support/project information are subject to change. Some functionality detailed may include products or services not included in the proposal. This response is not provided as a binding offer for acceptance, nor is it expected to be included as a part of the contract. Final agreement to pricing, policies, procedures, standards, terms and conditions – notwithstanding any terms and conditions provided within the scope of the RFQ document – will be reached during contract negotiations and will be detailed in an agreement between the parties.

- b. The Client shall appoint a designated point of contact and two alternate points of contact for its interactions with ESi. Client shall provide ESi with the name, job title, physical address, telephone number, facsimile number and electronic mail address for each of the contact persons. Client shall keep such contact information up-to-date and promptly notify ESi, in writing via electronic mail, of any changes.
 - c. The Client shall use reasonable security precautions in connection with the use of Services provided under this Agreement.
 - d. The Client is responsible for any and all use and access to the Hosted System and Hosted Services by its employees, agents, contractors and permitted users of the Software and Hosted Services.
 - e. The Client shall make best efforts to notify ESi in writing, via electronic mail or facsimile, of any planned non-emergency use of its Software, such as the occurrence of training sessions, drills and exercises, to aid ESi with the planning of any scheduled outages.
 - f. The Client shall promptly notify ESi Support Center of any identified Hosted Services outage that impairs Client's access to the Software so that ESi may manually activate the redundant shared environment of the Juvare Cloud and immediately commence work to restore service to the primary shared environment of the Juvare Cloud.
 - b. The Client shall not conduct any load testing, performance testing or any other test of the Hosted System which may degrade performance or limit or adversely impact availability of the Juvare Cloud for other customers.
4. Limitations on Use of Hosted Services.
- a. Client's usage of the Hosted Services in the Juvare Cloud is subject to capacity and performance constraints. Monthly active users do not equal maximum concurrent users. Concurrent user capacity will be variable based on Juvare Cloud load.
 - b. Access to the Hosted System may not be rented, leased, sold, sub-leased, assigned or otherwise transferred for value or for no value by Client to any third party.
 - c. Hosted System and Hosted Services are provided to support the Software which is an information management tool. Hosted Services are not guaranteed to be fault-tolerant or to provide fail-safe performance. Hosted Services are not appropriate for use in ultra-hazardous environments where failure of the Hosted System or the Juvare Cloud may lead to bodily injury, death or destruction of property.
 - d. Installation of Software applications in the Juvare Cloud is limited to the Software included in the Subscription to Client by ESi and Software supplied by ESi either as a component of the Hosted System or to support delivery of Hosted Services.
 - e. ESi shall only be responsible for performance of components of the Hosted System and Services under its control. ESi shall not be responsible for performance deficiencies caused by processes, hardware and software beyond its control including, but not limited to, information transmission delays due to excessive internet traffic, internet outages, or failure of Client to perform its obligations under this Agreement.
 - f. The warranties set forth in the Agreement shall be void if any breach of this warranty or failure of the hosting environment or Software is caused by unauthorized use, improper use or modification to Software made by Client or its authorized users.

/End of Exhibit D



JUVARE

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